

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: August 13, 2019

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Robert Abriola, Arts Commission

REAPPOINTMENTS: Helen Roman Gersten, Arts Commission
Melissa Matuska, Arts Commission
Matthew Brovender, Board of Health
Janet Karpiak, Board of Health
Brenda Penn-Williams, Housing Authority
Jeffrey Ingraham, Housing Authority
Cesar Ramirez, Housing Authority
Carol Frank, Fair Housing Advisory
Jeffrey Ingraham, Fair Housing Advisory

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: Thomas Bifano v. Georgia Nyquist and the City of Norwalk **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Human Services Council for the use of Taylor Farm Park for the Kidzfest Touch A Truck & More to be held on Saturday, October 26, 2019 from 10:00 AM – 3:00 PM. Set up to begin Friday, October 25, 2019 at 10:00 AM with tear down no later than 5:00 PM on Saturday, October 26, 2019. Estimated attendance 500.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Wolfpit Elementary School for the use of Wolfpit Elementary School Grounds for a Pumpkin Festival to be held Saturday, October 12, 2019 from 11:00 AM – 5:30 PM. Set up to begin at 7:00 AM with tear down no later than 5:30 PM on Saturday, October 12, 2019. Rain Date of Sunday October 13, 2019. Estimated attendance 499.
3. Authorize the Purchasing Agent to issue a purchase order to Turf Products for the purchase of a Toro Groundsmaster 5910 (T4) for a sum not to exceed \$114,679.44. Account #0920-6030-5777-C0486.
4. Authorize the Purchasing Agent to issue a purchase order to Gengras Ford, LLC for the purchase of a Ford Explorer Base 4x2 SUV for a sum not to exceed \$29,356.00. Account #0918-6030-5777-C0486 = \$28,929.23, 0919-6030-5777-C0486 = \$426.77.
5. Authorize the Mayor, Harry W. Rilling to enter into a contract with Conserve ART LLC for the Restoration of the Nathan Hale Memorial Fountain Project #3915 for a sum not to exceed \$58,225.00. Account #0919-6030-5777-C0624 \$45,000.00 and Account #014150-5585 \$13,225.00.

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Alfred Benesch & Company for professional services for the replacement design of the West Cedar Bridge over Five Mile River in Norwalk, ConnDOT Project No. 102-366, for an amount not to exceed \$432,200.00. (Funding 80% Federal, 20% City).

Account No. 09 20 4021 5799 C0642
09 20 4021 5777 C0642

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Laydon Industries, LLC for Project No. TMP2019-2, Artistic Crosswalk at West Avenue and Connecticut Avenue Intersection for a sum not to exceed \$76,870.00.

Account No. 09 20 4021 5777 C0648
09 18 4021 5777 C0562
09 19 4021 5777 C0021

- 2b. Authorize the Chief of Operations and Public Works, to execute an Agreement with Laydon Industries, LLC for Project No. TMP2019-2, Artistic Crosswalk at West Avenue and Connecticut Avenue Intersection for a sum not to exceed \$7,687.00.

Account No. 09 20 4021 5777 C0648
09 18 4021 5777 C0562
09 19 4021 5777 C0021

3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment between the City of Norwalk and Deering Construction Inc. for Project No RD2019-1 Concrete, Curbs and Sidewalks at Various Locations, for an amount not to exceed \$600,000.00.

Account No. 09 19 4021 5777 C0318
09 20 4021 5777 C0021
09 20 4021 5777 C0318

4. Authorize the Mayor, Harry W. Rilling to execute an Agreement with The NY-CONN Corporation for Project No. 3936, Transportation, Mobility and Parking (TMP) On-Call Traffic Signal Emergency Services for a sum not to exceed \$35,000.00.

Account No. 09 16 4021 5777 C0232

- 5a. Authorize the Mayor, Harry W. Rilling, to enter into an Agreement with Priority Landscaping, LLC for Removal & Disposal of Deposited Sediment within the Watercourse (Project DPW2019-1) for an amount not to exceed \$389,950.00.

Account No. 09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 18 4027 5777 C0440
09 19 4027 5777 C0440

- 5b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with Priority Landscaping, LLC for Removal & Disposal of Deposited Sediment within the Watercourse (Project DPW2019-1) for an amount not to exceed \$38,995.00.

6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and several owners abutting several watercourses, slated for maintenance, under Project DPW2019-1 Removal & Disposal of Deposited Sediment within the Watercourse, to establish a Right of Entry, subject to Section 8-24 of the State Statutes, if required.

- 7a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with EET Environmental Services Inc., for a total not to exceed \$284,900.00.

Account No. 09 17 7100 5777 C0119

- 7b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$28,490.00.

Account No. 09 17 7100 5777 C0119

C. ORDINANCE COMMITTEE

1. Approve new ordinance: Use and Sale of Polystyrene Products;
2. Approve proposed revisions to Chapter 32, Code of Ethics, Section 32-3 (Definitions)

D. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Department of Homeland Security, Federal Emergency Management Agency under the 2019 Port Security Grant Program, in the amount of \$42,973.75.
- 1b. Authorize the Police Chief, Thomas Kulhawik to execute any and all agreements, documents, instruments and amendments as may be necessary to implement all programs through the 2019 Port Security Grant Program pursuant to said funding. Accounts TBD and 030000 2660.
2. Authorize the Department of Public Works to have Eversource Electric to install nine (9) new street lights on Betmarlea Drive in accordance with the attached plan at an approximate cost of \$180 per month to be paid for from Account No. 0140 21-5241.
3. Authorize the Department of Public Works to have Eversource Electric to install two (2) new street lights on Earl Street in accordance with the attached plan at an approximate cost of \$40 per month to be paid for from Account No. 0140 21-5241.
4. Authorize the Department of Public Works to have Eversource Electric to install a new pole and the associated wire for one (1) of the new street lights at the north end of Center Avenue Extension in accordance with the attached plan at an approximate one-time cost of \$2,200.00 to be paid for from Account No. 0140 21-5241.
5. Authorize the Department of Public Works to have Eversource Electric to install two (2) new street lights at the north end of Center Avenue Extension in accordance with the attached plan at an approximate cost of \$50.00 per month to be paid for from Account No. 0140 21-5241.
- 6a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from Optimus Health Care Inc. in the amount of \$263,323 per year for contract period October 1, 2019 through September 30, 2021 for the Women, Infants, and Children (WIC) Program.

- 6b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement the WIC Program for the period October 1, 2019 through September 30, 2021.
7. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments with Cablevision Lightpath, Inc. ("Lightpath" or "Altice Business") to provide cable/internet service for the WIC Program for two years for the period October 1, 2019 through September 30, 2021. Account No. 3520-74-5245

E. LAND USE & BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a lease agreement with Family and Children's Agency for the use of portions of the second floor and third floor of Ben Franklin Center for its children afterschool programs and administrative offices for a period of 5 years, beginning on September 1, 2019 to August 31, 2024. Annual utility payment shall be increased from \$2.50 per sq ft to \$2.75 per sq ft.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with All State Construction Inc. for the Nathaniel Ely Roof Top Units Replacement project for a total not to exceed \$60,433.00. Funds are available from account 0920 7100 5777 C0266.
- 2b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$6,043.00.
3. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Eversource to receive Energy Efficiency Incentive Payment for the Ponus School Addition and Renovation Project for an amount up to \$320,805.00.
4. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Norwalk High School Wood Doors & Paneling Replacement Project State Project No. 103-0250 A/CV. Terms of the agreement shall include the following:

Preconstruction Phase Services (including reimbursable allowance)	\$15,000
CM Fees (% of total trade bids)	2.50%
CM Contingency (% of total trade bids)	2.00%

Following bidding process, final contract price (GMP) will be submitted to the Common Council for approval. Acct. #09195010 5777 C0619 & Acct. #09205010 5777 C0619

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

Preconstruction Phase Services (including reimbursable allowance)	\$25,000
CM Fees (% of total trade bids)	2.50%
CM Contingency (% of total trade bids)	2.00%

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

Acct. #09195010 5777 C0619 & Acct. #09205010 5777 C0619

6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Antinozzi Associates to provide architectural services for the Jefferson Elementary School – Renovate-as-New project State Project No. 103-0251 for a total amount not to exceed \$1,565,500 Acct. #09195010 5777 C0619

6b. Approve a contingency for reimbursable expenses and additional services as may be required for a total not To exceed \$50,000.

7a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Enviro Shield Inc. for the Norwalk Maritime Aquarium underground heating oil storage tank removal project for a total not to exceed \$9,250.00. Acct # 9177100 5777 C0543 and #0919/207100 5777 C0476

7b. Approve a contingency in the amount of \$9,000.00 for miscellaneous work and removal of approximately 7,000 gallons of residual oil at 0.94 per gallon. Removal and disposal of contaminated soil (if any) has not been included this contract.

8. **Amend** Common Council action of January 23, 2018 Item VII.A.6a & 6b to replace Board of Education Facilities Study Improvements Capital Budget account number 09175010 5777 C0585 with Board of Education New Columbus School at Ely Capital Budget account number 09185010 5777 C0607. Amended action to read as follows with changes highlighted in bold:

"6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Classic Turf Company LLC for the Springwood Ely Park Tennis Courts Development Project for a total not to exceed \$950,000. Acct. # 0917/186030 5777 C0321, **\$400,000 from 09185010 5777 C0607** and \$300,000 from Norwalk Grassroots Tennis and Education (acct. # to be determined)

6b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$95,000. Acct. # 09186030 5777 C0321, 09176030 5777 C0364, **\$11,169 from 09185010 5777 C0607** and \$50,000 from Norwalk Grassroots Tennis and Education (acct. # to be determined)"

F. PLANNING COMMITTEE

1. Authorize the Mayor to sign the Mayoral Certification and approve the advancement of the PY44 CAPER to HUD.

X. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ARTS COMMISSION	M/C	Norwalk Code 17A
ROBERT ABRIOLA (R)		Term Expires 07/11/2021
7 Blake Street Norwalk, CT 06851		

REAPPOINTMENTS

ARTS COMMISSION	M/C	Nwtk. Code 17A
HELEN ROMAN GERSTEN (D)		Term Expires 07/11/2022
314 Sunrise Hill Lane Norwalk, CT 06851		

MELISSA MATUSKA (D)		Term Expires 07/11/2022
1 Longshore Avenue Norwalk, CT 06854		

BOARD OF HEALTH	M/C	Nwtk. Code 57-4
MATTHEW BROVENDER (U)		Term Expires 12/01/2021
22 Fullin Road Norwalk, CT 06851		

JANET KARPIAK (U)		Term Expires 12/01/2021
58 Ledgebrook Drive Norwalk, CT 06854		

HOUSING AUTHORITY	M/C	Gen. Stat 8-40
BRENDA PENN-WILLIAMS (D)		Term Expires 05/31/2024
21 Karen Drive Norwalk, CT 06851		

JEFFREY INGRAHAM (U)		Term Expires 05/31/2021
6 Leatherwood Road Norwalk, CT 06851		

CESAR RAMIREZ (R)		Term Expires 05/31/2022
28 Dr. Martin Luther King Drive Norwalk, CT 06854		

FAIR HOUSING ADVISORY COMMISSION	M/C	Nwtk. Code 59-A
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**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**SEPTEMBER 10, 2019
COUNCIL CHAMBERS**

CAROL FRANK (R)
5 Cranbury Woods Road
Norwalk, CT 06851

Term Expires 09/01/2022

JEFFREY INGRAHAM (U)
6 Leatherwood Road
Norwalk, CT 06851

Term Expires 09/01/2022

**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**

Mayor Rilling called the meeting to order at 7:31 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King read the prepared announcement stating that the meeting was being audio recorded and videotaped with subtitles for public broadcast. She asked everyone to speak clearly, one at a time, into the microphone and said that assisted listening devices were available.

I. ROLL CALL

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

Council at Large:	Mr. Gregory Burnett Mr. Colin Hosten	Mr. Michael Corsello Ms. Barbara Smyth
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Ms. Darlene Young	Mr. Ernest Dumas
District C:	Ms. Beth Siegelbaum	
District D:	Mr. Douglas Hempstead	Mr. George Tsiranides
District E:	Mr. John Igneri	

At Roll Call there were twelve (12) present and three (3) absent (Mr. Kydes; Mr. Livingston and Mr. Sacchinelli).

Also present were Mayor Harry Rilling, Corporation Counsel, Mario Coppola and City Clerk, Donna King.

II. ACCEPTANCE OF MINUTES

Regular Meeting: July 23, 2019

- ** MR.IGNERI MOVED TO ACCEPT THE MINUTES AS PRESENTED**
- ** MOTION PASSED WITH ONE (1) ABSTENTION (MR. BURNETT)**

III. PUBLIC PARTICIPATION

There were no members of the public who wished to speak this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

- ** MR.IGNERI MOVED TO APPROVE THE FOLLOWING APPOINTMENT**
- BRIAN BROWN, BIKE WALK COMMISSION**

Mr. Igneri spoke in support of the appointment.

- ** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

- ** MS. YOUNG MOVED TO APPROVE THE FOLLOWING REAPPOINTMENTS:**
- JOHN CHURCH, FAIR RENT COMMISSION**
- FRAN COLIJER-CLEMMONS, FAIR RENT COMMISSION**
- PATRICIA GENUARIO, FAIR RENT COMMISSION**
- MANNY LANGELLA, FAIR RENT COMMISSION**
- JOHNNIE MAE WELDON, FAIR RENT COMMISSION**
- DORA WITHERSPOON, FAIR RENT COMMISSION, ALTERNATE**

Ms. Young spoke in support of the reappointments.

- ** MOTION PASSED UNANIMOUSLY**

**** MR. HOSTEN MOVED TO APPROVE THE FOLLOWING REAPPOINTMENTS:**

**CAROL FRANK, HUMAN RELATIONS COMMISSION
DAISY FRANKLIN, HUMAN RELATIONS COMMISSION
THOMAS MAHONEY, HUMAN RELATIONS COMMISSION**

Mr. Hosten spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

**** MR. IGNERI MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT:**

JALIN SEAD, FAIR HOUSING ADVISORY COMMISSION

Mr. Igneri spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

**** MR. BURNETT MOVED TO APPROVE THE FOLLOWING REAPPOINTMENTS:**

**BRYAN KERSCHNER, FACILITIES CONSTRUCTION COMMISSION
STAN REMSON, FACILITIES CONSTRUCTION COMMISSION**

Mr. Burnett spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

Ms. King administered the Oath of Office to Mr. Brown, Ms. Franklin, Mr. Langella, Mr. Church, Ms. Weldon and Ms. Wetherspoon.

MAYOR'S REMARKS:

Mayor Rilling

The Mayor announced that the summer concert series at Calf Pasture Beach continues tomorrow night. He said it is always a great time. On August 16th and 17th 2019 the New Paradigm Theatre Company will present "Bye Bye Birdie" for the benefit of American Legion Post 12.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

**** MS. SMYTH MOVED THE FOLLOWING CONSENT CALENDAR:**

**VII.A.1, VII.A.1, VII.A.4A, VII.A.4B, VII.B.1, VII.B.2, VII.B.3, VII.B.4, VII.B.5,
VII.C.1, VII.C.2A, VII.C.2B, VII.D.1, VII.D.2, VII.D.3, VII.D.4A, VII.D.4B**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

**1. DISCUSSION AND AUTHORIZATION FOR RESOLUTION: 7 FOREST
HILL, LLC V. CITY OF NORWALK/ZONING BOARD OF APPEALS
EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SIGN FOR, AND
ACCEPT, THE YOUTH SERVICE BUREAU (YSB) GRANT AWARD FROM
THE STATE OF CONNECTICUT, DEPARTMENT OF CHILDREN AND
FAMILIES (DCF) FOR THE FISCAL YEARS 2020-2021. THE ALLOCATED
AMOUNT FOR THE 2020 YEAR IS \$54,847**

**4A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICE AND PUBLIC PROTECTION
FOR THE SHARED USE OF THE CONNECTICUT LAND MOBILE RADIO
NETWORK (CLMRN).**

**4B. AUTHORIZE THE POLICE CHIEF THOMAS KULHAWIK TO EXECUTE
ANY AND ALL AGREEMENTS, DOCUMENTS OR AMENDMENTS AS MAY
BE NECESSARY TO IMPLEMENT THE MEMORANDUM OF
UNDERSTANDING RELATED TO THE CONNECTICUT LAND MOBILE
RADIO NETWORK.**

B. PUBLIC WORKS COMMITTEE

1. DISCUSSION AND POSSIBLE ACTION ON RELEASE OF THE CITY'S INTERESTS, INCLUDING A GENERAL RELEASE, IN THE 80± SQ. FT. SIDEWALK EASEMENT AND RIGHT-OF-WAY OVER THE PARCEL LOCATED AT 64 SOUTH MAIN STREET (TAX LOT 2-58-22-0).

2. AUTHORIZE THE MAYOR, HARRY W. RULLING, TO EXECUTE A THIRD AMENDMENT TO THE AUGUST 28, 2007 AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF NORWALK AND A. DICESARE ASSOCIATES, P.C. REGARDING THE EAST AVENUE RECONSTRUCTION PROJECT, FOR AN AMOUNT NOT TO EXCEED \$70,000.00 IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES DATED JULY 31, 2019.

ACCOUNT NO. 09 12 4021 5777 C0471 09 20 4021 5777 C0471

3. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO C.N. WOOD OF CONNECTICUT, LLC, FOR THE PURCHASE OF ONE (1) 2019 RAPIDVIEW PIPE INSPECTION VEHICLE FOR A SUM NOT TO EXCEED \$368,410.00.

ACCOUNT NO. 09 20 4031 5777 C0313

4. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GABRIELLI TRUCK SALES OF MILFORD, FOR THE PURCHASE OF ONE (1) 2020 MACK GU713 PLOW TRUCKS FOR A SUM NOT TO EXCEED \$231,864.00.

ACCOUNT NO. 09 20 4031 5777 C0313

5. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO C.N. WOOD OF CONNECTICUT, LLC, FOR THE PURCHASE OF ONE (1) MACK GU713 REAR REFUSE LOADER NOT TO EXCEED \$237,611.00.

ACCOUNT NO. 09 20 4031 5777 C0313

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO WARD'S SCIENCE, FOR THE NEXT GENERATION SCIENCE STANDARDS NON-CONSUMABLE MATERIALS, IN AN AMOUNT NOT TO EXCEED \$339,248, WHICH INCLUDES A 10% CONTINGENCY.

ACCOUNT # 0919-5010-5777-CO609 \$49,000

ACCOUNT # 0920-5010-5777-CO609 290,248

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH NEW ENGLAND ENERGY CONTROLS, INC. FOR THE BELDEN MAIN LIBRARY BUILDING ENERGY MANAGEMENT SYSTEM INSTALLATION PROJECT FOR A TOTAL NOT TO EXCEED \$118,423.00. FUNDS ARE AVAILABLE FROM ACCOUNT 0918 7100 5777 C0133.

2B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$11,842.00.

D. FINANCE COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: AUGUST 8, 2019.

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED AUGUST 8, 2019.

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: JULY 2019.

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH FIRST RESPONSE HEALTH AND WELLNESS LLC TO PROVIDE THE INJURY PREVENTION PROGRAM FOR THE NORWALK FIRE DEPARTMENT FOR 5 YEARS AT A COST OF \$187,500 WITH THE POTENTIAL FOR A 5-YEAR EXTENSION AT A COST OF \$193.125. ACCOUNT: 161343-5258.

4B. AUTHORIZE THE ESTABLISH A CONTINGENCY FOR ADDITIONAL SERVICES AS MAY BE REQUIRED FOR SET UP AND TESTING YEAR ONE AND YEAR SIX TO ESTABLISH BASELINE AND PROGRESS OF PARTICIPANTS AND GENERATING STATISTICS NOT TO EXCEED \$25,000 FOR THE INITIAL 5-YEAR PROGRAM AND \$35,000 FOR THE SECOND 5 YEAR PROGRAM.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

**** MR. TSIRANIDES MOVED TO APPROVE THE FOLLOWING ITEMS:**

2. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER ON BEHALF OF THE POLICE DEPARTMENT TO MHQ, INC. UNDER CT CONTRACT #12PSX0194, FOR THE PURCHASE OF TWELVE (12) 2020 FORD UTILITY INTERCEPTORS AWD FOR THE AMOUNT NOT TO EXCEED \$407,000.00. ACCOUNT 01353-5731

3. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER ON BEHALF OF THE POLICE DEPARTMENT TO LOW BIDDER, FLEET AUTO SUPPLY, LLC FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT AND FIT-UP ON TWELVE (12) FORD UTILITY INTERCEPTORS UNDER PROJECT #3768, NOT TO EXCEED \$183,000. ACCOUNT 01353-5731 AND ACCOUNT 030000 2660.

Mr. Corsello asked if all of the vehicles were SUVs. Deputy Police Chief Zecca said they've gone to all SUVs because the Crown Victorias were no longer available. She said they looked at other options, but they were not viable.

Mr. Corsello noted that they chose black vehicles and said that is the least safe color for a vehicle because they do not stand out. He expressed concern for the safety of the Police Officers and added that the color presents a menacing image. He suggested having a more visible color.

Deputy Chief Zecca explained that they spent a lot of time considering other options. She said that in recent years, they were no longer able to get two tone cars. The base of the car was black and the white portion was wrapped; however, the wrapping did not hold up.

Mr. Corsello asked why they chose to go with a black base instead of white. He said that white has greater visibility over black. Mayor Rilling said that it is the practice to ride with the light bars lit. Mr. Corsello said that during the day, a white vehicle is safer than a black vehicle.

Mr. Hempstead asked about the lettering on the cars. Deputy Chief Zecca said that some of the cars have subdued lettering because they are canine cars.

Mr. Yerinides asked if there were any options for other colors. He said that they should make the vehicles easier for people to see. Deputy Chief Zecca said that looking at a new color scheme would be very time consuming. Mr. Burnett asked if it was possible to add additional lighting to the black vehicles to make them more visible. Deputy Chief Zecca said that lighting is

very expensive. She added that when the purpose is for the Officers to be seen, they turn on the lights. She said that she has not heard of any issues of people not being able to see the Police vehicles.

Mr. Hosten asked about the status of the community Police van. Deputy Chief Zecca said that at the last check, it was scheduled to be delivered in October.

In response to Ms. Young's question, she was told that there are about 125 cars in the fleet; however, a significant number of cars are not front-line cars. They are cars that have exceeded their operational life. The cars are driven hard miles and run constantly. The Police Department is looking to supplement the fleet and get the patrol where it should be.

Mr. Corsello asked if the department would be willing to look at alternate colors for their vehicles going forward. Mayor Rilling told him that the decision lies with the Police Commission.

Mr. Yerinides asked if this body could vote no if they did not want black vehicles. Mayor Rilling told him that would be stepping outside the boundaries; it rests with the Police Department to make the recommendation to the Police Commission.

Mr. Tsiranides said it comes down to safety.

Mr. Corsello said he understands that lighter colored cars are safer for the driver.

**** MOTION PASSED WITH THREE (3) VOTES IN OPPOSITION (MR. CORSELLO; MR. DUMAS AND MR. YERINIDES)**

X. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

If there is nothing time sensitive on the next agenda, the meeting may be cancelled.

**** MR. HEMPSTEAD MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:09 p.m.

Attest: _____
Donna King, City Clerk



ROBERT ABRIOLA

7 Blake Street Norwalk, CT 06851 • 203-257-9856 • habriola@ymail.com

CLIENT RELATIONSHIP MANAGEMENT AND MARKETING LEADER

Dynamic senior executive with over 30 years of experience in creative operations, client relationship management, marketing services, print production and P/L management. Demonstrated ability to supervise, motivate, and manage highly productive creative teams across multiple site locations in retail, consumer products, manufacturing, financial and service categories. Expertise in business strategy and execution, relationship building, process management, and execution. Career history exhibits strong leadership, problem-solving, and excellent communication skills through:

CORE COMPETENCIES

- Team Leadership & Collaboration
- Strategic Planning & Execution
- Sales / Business Development
- Marketing Strategy
- Supply Chain Management
- Procurement & Negotiation
- Process Improvements
- Cost Savings Strategies
- Operations / P&L Management

SELECTED CAREER HIGHLIGHTS

- Developed and supervised over 200+ strategic marketing solutions annually across multiple site locations
- Leading account management efforts across marketing clients that is delivering \$9.2MM in annual revenue
- Identified account growth initiatives to drive same account growth of \$2.3MM in additional revenue for 2018
- Spearheading \$1.3MM in value engineering, optimization and innovation strategies on current accounts efforts
- Negotiated all annual RFP efforts over 9-year period at Affinion Group that yielded \$72MM in total savings
- Negotiated \$63 million in annual print savings across 8 Apollo Management portfolio companies



PROFESSIONAL HISTORY

LogicSource Norwalk, CT *Managing Director, Client Relationship Management 2013 – Present*

Marketing business leader and relationship owner across industry sectors in marketing, consumer packaged goods, and retail

- Leading business strategy and account performance, P&L, delivery of services, KPI's, SLA's, and same account growth
- Driving innovation and optimization strategies to ensure increased account value and creative operational success
- Realized \$2.3MM in same account revenue in 2018
- Successfully negotiated 3 contract renewals in 2016 to delivery \$3.1MM in annual revenue
- Recipient of the team "Triple Crown" award for same account Growth, Renewability, and Referenceability
- Received team "Golden Wrench Award" as recognition for new workflow efficiencies and account performance

Clients: Cenveo, MBI, Big Lots, BJ's Wholesale Club, Boston Beer Company, Dish Network

Vice President, Client Relationship Management 2015 – 2017

Business strategy, client relationships, account development, P/L and commercial performance. Handled all problem solving critical to client expectations and creative operational success. Driving innovation, optimization, and value-engineering strategies

Vice President, Client Engagement 2013 – 2015

Senior transition lead of client engagement strategies across retail and consumer packaged goods partners. Worked in tandem with client solutions team to assist client consultation process and lead implementation through completion.

Affinion Group – Stamford, CT *Group Vice President, Marketing and Graphic Services 2009 – 2013*

Directed the execution of all marketing efforts from strategic campaign development through manufacturing and delivery

- Successfully supervised a large team of over 80+ associates across multiple site locations
- Handled all supplier relationships, negotiations, and procurement of \$100+ million in annual spend
- Managed 5,000+ performance based marketing programs annually across multiple media channels
- Managed execution of over 800+ million pieces of direct mail annually
- Negotiated RFP efforts for all direct mail, advertising, point-of-sale, and retail; over \$70 million in total savings
- Improved speed to market by instituting process improvements including electronic workflow and tracking, external web-based approvals, and electronic file transfer of PDF workflow for manufacturing

Vice President, Marketing & Creative Services 2002 – 2009

Supervised the design, creative and production of all marketing material, member communication, and lead generation efforts

- Led the creative development of direct mail, advertising, in-branch marketing, fulfillment, POS, and publications
- Internalized new publications division from an outsourced function; achieved a 30% reduction (\$2.5MM) in operation costs
- Developed annual VRP (volume rebate program) across suppliers to generate over \$9.8 million in savings
- Instituted 30% Post-Pay program for all invoicing to reduce production costs by \$800K – \$1.2 million annually
- Supervised a 60,000 square foot fulfillment and manufacturing facility in Cheyenne, WY

Director, Creative & Graphic Studio 1998 – 2002

Supervised the development of all marketing materials for direct mail acquisition, member communication, and publications

- Managed team of 25 associates to support marketing development, strategy, product services, and client services
- Developed new creative services function to augment existing graphics department reducing creative costs by \$235K
- Hired and trained personnel, instituted policy and procedures, and created structure for optimal output of design and production
- Retired dated operating system and introduced new Macintosh electronic workflow improving speed to market by 42%; improved overall production quality control by 92%

EMI Universal Music Group New York, NY Director, Creative Services 1993 – 1998

- Supervised the design and production of all commercial packaging, advertising, merchandising, POS, and promotional material
- Managed 18 associates including art directors, designers, copywriters, print managers, photographers, illustrators, and suppliers
- Developed in-house creative services department from out-sourced function saving \$650K in annual costs
- Hired personnel, instituted policy and procedures for high-level output of over 1,100 yearly CD releases
- Forecasted and managed \$4 million packaging budget and negotiated manufacturing contracts

Gráfico Marketing Group White Plains, NY Creative Director/Senior Designer 1991 – 1993

Directed the design and production of advertising and promotional material for full service advertising and design firm

- Managed in-house creative staff and supervised outside support personnel
- Managed client communication for all marketing, creative, and production delivery

Russage Associates New York, NY Director of Creative Services & Operations 1988 – 1991

Handled all client interfacing including business development, delivery, and execution of planned production strategies

- Supervised creative, mechanical production, photography, pre-press and retouching for production firm
- Handled studio operations, scheduling, purchasing, client consultations and new business development

Cannondale Corporation Bethel, CT Art Director 1988 – 1991

Directed and produced all advertising, product, and promotional material for a national bicycle manufacturer

- Supervised in-house creative staff, managed project scheduling, photography, graphics, and printing

EDUCATION

Southern Connecticut State University New Haven, CT

Bachelor of Science: Marketing / Graphic Design

Yale University New Haven, CT

Communication Arts Internship

School of Visual Arts New York, NY

Advanced Design Courses (Milton Glaser / Paul Rand)

Large Format Photography

PROFESSIONAL AFFILIATIONS

The One Club for Creativity / Advertising Club of Westchester / Marketing Executives Group / Print & Print Production
DMA Direct Marketing Association / Digital Marketing / Future Trends / Direct and Database Marketing / Direct Mail Group
Procurement Professionals / Print Production Professionals / Financial Services Marketing / Print Industry Networking Group
Sales & Marketing Executives / Marketing Edge / eMarketing Association Network

SOFTWARE PROFICIENCY

Microsoft Office (Word, Excel, PowerPoint, Outlook)

Adobe InDesign, Illustrator, Photoshop, Acrobat Pro DC

Robert Abriola

7 BLAKE STREET NORWALK CT 06851

AMERICAN ARTIST, DESIGNER, AND CREATIVE DIRECTOR

Abriola is a classically trained artist and received his Bachelor of Science in Studio Art from Southern CT State University. He held an internship at Yale University at the prestigious Peabody Museum of Natural History in New Haven CT and continued his art education at the School of Visual Arts in New York City with instructors such as Milton Glaser and Paul Rand. Abriola worked for over 30+ years as a designer and art director at various agencies in New York City and Connecticut, and is best known for his work in the music industry as the former Creative Director at EMI Music North America where he created award winning cover art for many artists such as The Kinks, Todd Rundgren, Alice Cooper, Paul McCartney, George Harrison, Joan Baez, Peabo Bryson, Melissa Manchester, Liza Minelli, and Bernadette Peters, to name a few. Already an award-winning designer, Abriola began excelling as a fine artist working in various mediums such as charcoals, pastels, watercolors, acrylics, oils, and mixed media. Abriola strives to be active in the local art community and serves as a member of the Board of Directors at the St Philip Artists Guild in Norwalk, CT and the Art Director Club of New York City, as well as an adjunct faculty professor at Sacred Heart University in Fairfield, CT.

Abriola's latest style of fine art from his 'Music Icon' Pop Art series is a culmination from his 30+ years as a designer, art director, fine artist, and music industry creative director. This new series fuses art with creative strategy and brings his visions and collaborations from his music experiences to life. Each music icon piece is a one of a kind creation and begins from a hand-made wood panel developed with multiple layers of image art, acrylic and metallic paint, acrylic poly, diamond dust, and glitter. From a distance these works are depictions of the music icon, but up close they are complicated, layered and multi-dimensional.

Abriola creates the variety of his artwork in his home barn studio and at his second studio location at the Oakwood Estate as a member of the St Philip Artists Guild in Fairfield County Connecticut. His work can be seen in many gallery exhibitions and juried shows throughout the Northeast, Southeast, and West Coast regions.

Educational Background

Bachelor of Science - Studio Art / Graphic Design
Southern CT State University, New Haven, CT
Yale University, New Haven, CT
School of Visual Arts, New York, NY

Exhibitions

2019 April: St Philip Artists Guild, Norwalk, CT, "Transformation" - Exhibition
2019 March: John Varvatos, Costa Mesa CA, "Music Icon Series" - Solo Exhibition
2018 December: St Philip Artists Guild, Norwalk, CT, "Play 2.0" - Exhibition
2018 October: St Philip Artists Guild, Norwalk, CT, "Celebrating Life" - Exhibition
2018 August: Arts District, Norwalk, CT, "First Friday - Pop Up Show" - Exhibition
2018 July: Westport Fine Arts Festival, Westport, CT - Exhibition
2018 May - September: Sheffield Island Lighthouse Art Gallery, Norwalk, CT - Summer Exhibition
2018 April: St Philip Artists Guild, Norwalk, CT, "Transformation" - Exhibition
2018 February: ART Works Gallery on the Green, Norwalk, CT, "Connections" - Exhibition 2017
December: St Philip Artists Guild, Norwalk, CT, "Play" - Exhibition
2017 October: St Philip Artists Guild, Norwalk, CT, "Identity" - Exhibition
2017 August: Saratoga Arts Celebration, Saratoga Springs, NY - Exhibition
2017 July: Westport Fine Arts Festival, Westport, CT - Exhibition
2017 May: St Philip Artists Guild, Norwalk, CT, "Harmony & Dissonance" Exhibition
2017 March: The Avenue Gallery, Norwalk, CT, Artist Showcase - Exhibition
2016 September: The Avenue Gallery, Norwalk, CT, New Works - Exhibition
2016 July: Stamford Arts Festival, Norwalk, CT - Exhibition
2016 June: Norwalk Arts Festival, Norwalk, CT - Exhibition
2016 May - June: The Avenue Gallery, Norwalk, CT, The Connecticut Affordable Art Fair - Exhibition
2016 April: The Avenue Gallery, Norwalk, CT, - Spring Exhibition
2015 November: The Avenue Gallery, Norwalk, CT, The Connecticut Affordable Art Fair - Exhibition
2015 May: The Avenue Gallery, Norwalk, CT, Spring Fling - Exhibition
2014-2013 May: SunFest Art District, West Palm Beach, FL - Exhibiting Artist

I'd like to be a part of connecting the arts with the community of Norwalk. I'm very passionate about the arts and believe I could make a significant contribution with my views, extensive experience, and enthusiasm. Public art is important in the rich history of Norwalk and I'd like to partner with other groups within Norwalk to help expand public art. Increasing public awareness and celebrating Norwalk artists (past and present) is very important to me. My experience could be beneficial in helping to recommend, promote public art best practices to enhance Norwalk's image locally, regionally and nationally. I also believe there needs to be more efforts to promote Norwalk's identity and celebrate its diversity. Most of all, I want to be a part of creating exciting, appealing spaces by integrating public art into architecture, urban design and public space planning.

4. What strengths, expertise, special skills, and experiences would you bring to the Commission?

35 years in the arts as a fine artist, graphic designer, educator, and business leader. I believe I could offer invaluable perspective within the arts as well as administration support to the commission as a business leader

5. Have you reviewed the roles and responsibilities and are you able to make a commitment to these expectations?

Yes

6. Please describe your current and prior community service and volunteer experience. Are you a member of any arts organizations?

•Current member of SPAG (St Philip Artists' Guild) •Board Member and Steering Committee member of SPAG (St Philip Artists' Guild) •Served on previous boards in youth sports:

- Trumbull Little League Board member
- Trumbull Pop Warner Board member
- Trumbull Babe Ruth Board member

7. The Commission is currently revisiting its monthly meeting day and time. What is your availability? Please note your preferences and any limitations i.e., days, times that don't work.

_____ Weekday mornings (8:30 – 10 AM)

_____ Weekday early evenings (4:30 – 6 PM) _ ☒ Weekday evenings (7:00 – 9:00 PM) ___ Weekends ___ Other:

8. Anything else you would like to share?

Please find attached BIO and Resume

Thank you for your consideration!

Robert Abriola

7 Blake Street Norwalk, CT 06851

203-257-9856

Instagram: @robertabriola

Website: www.robertabriola.com

King, Donna

From: freya2037 <freya2037@gmail.com>
Sent: Thursday, August 29, 2019 2:56 PM
To: Rilling, Harry; King, Donna; Alan, Marc
Subject: reappointment



CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

Dear Mayor Rilling,

My name is Helen Roman Gersten; I have just fulfilled my three years of voluntary service in The Norwalk Art Commission.

A bit about myself:

My late husband and I moved to CT from NY in the late 90's setting up an art studio from which we collaborated. He was named one of one hundred best illustrators in the United States by BAM as well as being awarded the coveted St. Gaudens medal for outstanding art by The Cooper Union. We were both elected members of the prestigious NY Society of Illustrators. I established Helen Roman & Assoc. in NY employing the top photographic, art and writing talent available, creating award winning campaigns for national and international clients After my husband passed I moved to Norwalk from Weston CT where I had served in the Weston Art Commission and was privileged to curate very successful antique and art shows featuring Weston collectors and artists, all covered by the media. At the age of eleven I gleaned my first award--a medal engraved with my name from the DAR for a series of posters depicting American mythological folk heroes. Many others have followed but that one is my favorite.

I've also had the pleasure to judge art and photographic work in NY and CT. In other words art is what I know best. It has been an honor to serve in The Norwalk Art Commission and hope with your approval and consent I will be given the opportunity to continue being of service to NAC.

Sincerely



MELISSA MATUSKA

1 Longshore Avenue
Norwalk, CT 06854

Phone: 479.283.4774
Email: meluofa@alumni@yahoo.com

AREAS OF EXPERTISE

- Program Development
- Leadership
- Strategic Planning and Assessment
- Event Management
- Accounting and Budget Planning
- New Business Development
- Certified Volunteer Manager
- Partnership Development
- Logistics/Process Analysis

PROFESSIONAL EXPERIENCE

FAIRFIELD UNIVERSITY, FAIRFIELD, CT

JUNE 2017-CURRENT

EVENTS AND SALES MANAGER

- Manage front-of-house and volunteers for the Regina A. Quick Center for the Arts,
- Oversee external events and coordinate university events,
- Organize summer camps including Missoula, Summer Intensives, Bass Camp, and Extra Extra

TWENTY ONES INC., NEW YORK, NY

OCTOBER 2012-MAY 2017

SALES AND EVENTS MANAGER

- Oversaw organizational logistics management and production of top-tier events for celebrities, Fortune 500 companies, sports teams and other high-profile clients,
- Exhibited strong project management skills with the ability to create and oversee events, programs and meetings,
- Digital Content Lead for the 40/40 Club website (the4040club.com) which includes content development, product creation, eCommerce and some web development.

LONG ISLAND UNIVERSITY, BROOKLYN, NY

NOVEMBER 2010 – NOVEMBER 2011

DIRECTOR OF ALUMNI RELATIONS

- Developed, implemented and maintained Alumni Societies for the School of Health Professions and Nursing while building awareness for the LIU Brooklyn Campus Alumni Association.
- Displayed well-developed leadership skills with the ability to motivate and develop staff and volunteers, and demonstrated the ability to inspire the interest and cooperation of alumni and other offices throughout the university community.
- Established an alumni benefits program by securing revenue of \$650K through an affinity program with insurance partners.
- Planned alumni events surrounding the National Collegiate Athletic Association Basketball Tournament for LIU and the 125th Reunion for the Arnold and Matic Schwartz College of Pharmacy and Health Sciences.

UNIVERSITY OF ARKANSAS, FAYETTEVILLE, AR

FEBRUARY 2003 – OCTOBER 2010

ASSISTANT DIRECTOR OF ALUMNI RELATIONS

- Managed nationwide territory of all alumni outside of Arkansas by providing leadership opportunities and training for 24 alumni chapter boards and 28 Regional Razorback programs, resulting in a 10% annual engagement increase.
 - Displayed exceptional interpersonal, written, and oral communication skills with demonstrated ease in public speaking and advocacy, showing the ability to comfortably work with a sophisticated alumni population.
 - Created, implemented and maintained alumni volunteer student recruitment program with the Office of Admissions. Annually produced over 250 events including events surrounding the Billion Dollar Campaign.
 - Spearheaded completion of Missouri Razorback license plate program that contributed \$10K annually in scholarship money.
-

EDUCATION & TRAINING

Master of Business Administration, Management, Long Island University, New York, NY, 3.8 GPA, Cum Laude
Bachelor of Science, Education and Health Professions, University of Arkansas, Fayetteville, AR

CERTIFICATIONS

Certified Volunteer Manager, Arkansas Public Administration Consortium and University of Arkansas
Diversity Certificate, University of Arkansas

CONFERENCES AND SPEAKING ENGAGEMENTS

Speaker at Council for Advancement and Support of Education (CASE) (2007)
Judge at CASE District III Awards (2008-9)
Attended "Building Lifelong Relationships" CASE conference (2008)
Summit Volunteer Leadership Conference Planning Committee (2008-10)
Presenter at Summit Conference (2010)
Peer Connections Conference Head Chairman (2007)
Educational Leadership Conference for U.S. Army (2005)

PROFESSIONAL AFFILIATIONS AND DEVELOPMENT

Arkansas Volunteer Coordinators Association Chapter Secretary (2008-9)
Alumni Professionals of Arkansas Committee Chair (2008-9)
Life Member of the Arkansas Alumni Association
Arkansas Volunteer Coordinators Association State Board Member (2007) and Secretary (2009)
Toastmasters International (2004-2006)
Arkansas Letterman's Club and Committee Chair (2003, 2011, 2014-15)
Sigma Beta Delta Honor Society (2014-present)

PUBLISHED ARTICLES

Published two articles in ARKANSAS Magazine
Multiple contributions to *Ascedans* newsletter for the Schwartz College of Pharmacy and Health Sciences

AWARDS & DISTINCTIONS

Honorable Mention for Volunteer Program - University of Arkansas at Little Rock and the Arkansas Public Administration Consortium (2009)
Advancement Program of the Quarter "Pride of Arkansas Tour" (2009)
Council for Advancement and Support of Education Faculty Star (2007)
University of Arkansas Staff Team of the Year Award (2004 and 2008)

TECHNICAL SKILLS

Mac and PC literate, Microsoft Office Suite (Outlook, Excel, Word, OneNote, Publisher, PowerPoint, and Access), PeopleSoft, AS400, and Raiser's Edge Fundraising Software

Matthew Lloyd Brovender
41 Wolfpit Avenue Unit 1-ZZ • Norwalk, CT 06851
Phone: 203.846.0686 • Email: brov@snet.net



EDUCATION

Quinnipiac University School of Law - Hamden, CT
Juris Doctor
Admitted to the Connecticut Bar

Sacred Heart University - Fairfield, CT
MBA
Major: Marketing / Management

BS
Business Administration / Marketing

AWARDS FROM QUINNIPIAC UNIVERSITY SCHOOL OF LAW

- ♦ Distinguished Academic Achievement Award
- ♦ American Jurisprudence Award - Trial Practice
- ♦ Outstanding Classroom Performance Award (Federal Criminal Law)
- ♦ Service to the Law School Award

SOCIETIES

Quinnipiac Criminal Law Society
September 2000 - 2003
♦ Executive Board Member - Treasurer

Quinnipiac Jewish Law Society
September 2000 - 2003

Phi Alpha Delta
September 2002 - Present

EXPERIENCE

LEGAL EXPERIENCE

The Law Office of Matthew Lloyd Brovender, Stamford, CT
Sole Proprietor
February 1, 2005 - Present

- ♦ General Law Practice
- ♦ Concentration in Criminal Defense and Juvenile Law
- ♦ Special Public Defender for Stamford and Norwalk

Stamford Superior Court, Stamford, CT
Temporary Assistant Clerk (Criminal)
April 2004 – February 1, 2005

- ♦ Extensive courtroom experience (Part A/B, Infractions, Jury/Court Trials)
- ♦ Responsible for completing all courtroom forms
- ♦ Complete and phone in CADAC and 54-56D Forms for Competency Hearings
- ♦ Interact daily with all Criminal Judges, Courthouse Personnel and clients

Norwalk Superior Court, Public Defenders Office, Norwalk, CT
Summer Internship
Summer 2001

- ♦ Conducted client interviews
- ♦ Argued for bond reductions
- ♦ Trial research
- ♦ Interacted with a wide variety of people
- ♦ Involved with investigative techniques and how the laws generally shape the defense and development of a felony criminal case for trial

BUSINESS EXPERIENCE

The Hessel Group, Wilton, CT
Director of Marketing
1996 - 2000

- ♦ Designed and maintained interactive web site
- ♦ Designed advertisements and negotiated their placement into trade magazines and journals
- ♦ Marketing of new software product from inception to shelf
- ♦ Organized and attended national/international trade shows
- ♦ Provided on-site training and demos for clients and potential clients
- ♦ Recommended and approved all printing, advertising and marketing promotions

Composition Materials - Fairfield, CT
Marketing Representative
1994 - 1996

- ♦ Maintained over 200 national accounts
- ♦ Created comprehensive marketing strategies
- ♦ Designed and compiled customer surveys and quarterly newsletters

COMPUTER SKILLS

☐ Microsoft Office (Fluent in all applications) ☐ Microsoft FrontPage Web Design
☐ Lexis / Westlaw

Janet W. Karpiak, M.D.

Board Certified Internal Medicine

Board Certified Pediatrics

58 Ledgebrook Drive • Norwalk, Connecticut 06854 • (203) 866-9551
oxytocin@optonline.net

Experience

Norwalk Hospital
Department of Medicine – Hospitalist
Department of Pediatrics- Hospitalist/PA Support
Maple Street
Norwalk, Connecticut
3/2007-present

Darien Immediate Medical Care
484 Post Road
Darien, Connecticut
8/2006- 3/2007

PriMed, LLC
Private Group Practice
Combined Internal Medicine and Pediatrics
2900 Main Street
Stratford, Connecticut
10/1996–8/2006

Solo practice
Combined Internal Medicine and Pediatrics
Trumbull, Connecticut
8/1991–10/1996

Fast Track/Emergence
Bridgeport Hospital E.D.
Bridgeport, Connecticut
6/1991-5/1992

Education

Residency: Combined Internal Medicine and Pediatrics Program
in affiliation with Yale University School of Medicine
Bridgeport Hospital, Bridgeport, Connecticut.
1987–1991

Janet W. Karpiak, M.D.

Education Cont.

UMDNJ-New Jersey Medical School
Newark, New Jersey
Date of Graduation May 1987

Seton Hall University
Graduate School Division
West Orange, New Jersey
1981-1983

Ladycliff College
Highland Falls, New York
1973-1977

Certifications

Board Certified, Internal Medicine
Board Certified, Pediatrics
PALS Certified

Licenses

State of Connecticut

Professional Associations

Fellow, American Academy of Pediatrics
Member, American College of Physicians

Academic Positions

Bridgeport Hospital – Preceptor, Med-Peds Clinic
Bridgeport Hospital – Ambulatory Care/Office Practice Resident Elective Preceptor
Bridgeport Hospital – Ward Attending
Yale University School of Medicine – Ambulatory Care 4th year elective Clinical
Instructor, office-based



Brenda Penn-Williams

Home Phone: (203) 852-8995
Cell Phone: (203) 554-8995
E-mail: brenpenw@gmail.com

21 Karen Drive
Norwalk, CT 06851

SUMMARY

Result-driven professional with extensive experience leading people and projects. Possess an in depth understanding of community relations with a diverse population to improve the quality of life. Over twenty years of experience in corporate planning and community relations. Knowledgeable of community resources necessary to improve individual and family's quality of life. Extensive volunteer service for numerous non-profit organizations.

SKILLS

- ◆ Knowledgeable of MS Word, Excel
- ◆ Ability to work under imposed time constraints and deadlines
- ◆ Effectively communicate with diverse population
- ◆ Proven decision making and problem solving

PROFESSIONAL EXPERIENCE

Norwalk Public Schools

Norwalk, CT
2005 - 2008

Mentor Coordinator:

- ◆ Developed and implemented the Mentor Program
- ◆ Supervised On-Site Coordinator
- ◆ Oversee and maintained records for the program
- ◆ Recruited mentors
- ◆ Organized orientations and trainings
- ◆ Monitored site to ensure quality service
- ◆ Worked with school social workers and advisory board
- ◆ Compiled necessary statistical reports for evaluations
- ◆ Attended Dept. of Ed training
- ◆ Assisted in application process
- ◆ Paired mentors with mentees

PROFESSIONAL EXPERIENCE

Senior Services Coordinating Council

Norwalk, CT
2003 - 2005

Outreach Worker:

- ◆ Identified isolated seniors
- ◆ Home visits to elderly
- ◆ Provided necessary counseling
- ◆ Recommend programs and services
- ◆ Assisted in application process
- ◆ Problem solving

- Vice President for City Wide Parent/Teachers Organization
- Steering Committee for Accelerated Schools
- Crime Watch Organization President
- African American Parent Outreach Organization
- Tribal council
- Secretary of the George Washington Carver Foundation Board of Directors
- Assistant Secretary of the George Washington Carver Foundation Board of Directors
- 2nd Vice President Delta Sigma Theta Sorority Inc.
- 2nd Vice President NAACP
- Vice Chairperson Democrat Town Committee
- Norwalk City Constable

EDUCATION

Talladega College
BA in Elementary Education

Talladega, AL

Scared Heart University
Continuing in the Master Program
Certificate in Speech Training

Fairfield, CT

Brenda Penn-Williams

H-mail: brenpenw@gmail.com
 Day Phone: (203) 852-8995
 Cell Phone: (203) 554-8995

Jeffrey A. Ingraham
6 Leatherwood Road
Norwalk, CT 06851
(203) 846-6840
jingra6469@aol.com

EDUCATION

Doctor of Ministry, Hartford Seminary, Hartford, CT, 2001
Master of Arts, New York University, New York, NY 1994
Master of Divinity, Yale University Divinity School, New Haven, CT 1981
Bachelor of Science, Florida Memorial College, Miami, FL, 1978

PROFESSIONAL EXPERIENCE

1989 – Present Calvary Baptist Church, Norwalk, CT
Pastor

1981 – 1989 TechniCo-op, Inc., Bridgeport, CT
Residential Manager and Supervisor of multi-family housing.
Accreditation conferred by the Institute of Real Estate
Management

1979 – 1981 Seminarian Intern, East End Tabernacle Baptist Church,
Bridgeport, CT

DENOMINATIONAL ACTIVITIES

2001 – Present Vice Moderator, Judah Association
(Connecticut State Missionary Baptist Convention)

1999 – Present Board of Managers, American Baptist Churches of Connecticut

1984 – Present Instructor, Connecticut State Missionary Baptist Convention
Congress of Christian Education

2001 – 2004 Board of Managers, Ministers and Missionaries Benefit Board
New York City

1999 – 2004 Member of General Board, American Baptist Churches USA
(Valley Forge, PA)

Resume for Jeffrey A. Ingraham continued**DENOMINATIONAL ACTIVITIES - CONTINUED**

- 1995 - 1997 Moderator, Fairfield Association
(American Baptist Churches of Connecticut)
- 1982 - 2000 Instructor, Connecticut Institute of Christian Religion
(Affiliated with Virginia Union Seminary, Richmond, VA)

COMMUNITY INVOLVEMENT

- 2001 - Present Commissioner, Norwalk Housing Authority
- 2003 - Present Fair Housing Advisory Commission
City of Norwalk, CT
- 1994 - 2000 Norwalk Housing Partnership
- 1994 - 1996 President, Norwalk Clergy Association
- 1993 - 1995 President, Interdenominational Ministerial Fellowship of Norwalk
and Vicinity
- 1992 - 1994 Board of Directors, George Washington Carver Foundation
Norwalk

PERSONAL

Married, Father of two teenage daughters
Hobbies include travel, racquetball, and reading

R

CESAR RAMIREZ
1 McAllister Avenue
S. Norwalk, Connecticut 06854

OFFICE SOUGHT:

POLITICAL PARTY: Republican

PERSONAL: Age - 42
Married; two children

EDUCATION: Manhattan Community College S.B.A. 1973
New York, New York

Delancey High School 1969
Brooklyn, New York

**PROFESSIONAL
CERTIFICATES:** Emergency Medical Services
Stamford Police Academy

Municipal Police Training Center
Bridgeport, Connecticut

N.Y.P.D. Police Academy Certificate

OCCUPATION: Patrolman, Community Relations Services
Norwalk Police Department 1987 - Present

Special Police
New York Police Department 1980 - 1987

Business Administrator
Bank of Nova Scotia 1977 - 1987
New York, New York

Community Leader of Hispanic Congress
Diocese of Queens/Brooklyn 1974

Hispanic Republican Club
Guardians - Norwalk Police Department
St. Joseph's Parish
Knights of Columbus
Mayors Hispanic Task Force

Director, Hispanic Relations
Catholic Diocese of Queens/Brooklyn, New York

*Human Relations
present 1986*

R

**CAROL L. FRANK
5 CRANBURY WOODS ROAD
NORWALK, CT. 06851
203-847-4829**

- 1995-2003 REDEVELOPMENT AGENCY for CITY OF NORWALK
1999 - 2003 VICE COMMISSIONER
2002 MEMBER OF SELECTION COMMITTEE FOR NEW DIRECTOR OF
THE AGENCY.
- 1997-2003 MEMBER OF NORWALK HOUSING PARTNERSHIP
CHAIRMAN REGIONAL AFFORDABLE HOUSING OUTREACH COMMITTEE
- 1984-2001 MEMBER GREATER NORWALK CHAMBER OF COMMERCE
1997-2001 BOARD OF DIRECTORS
1985-2002 MEMBERSHIP COMMITTEE
2002 CHAMBER/CITY OF NORWALK JOINT COMMITTEE ON AFFORDABLE
HOUSING.
2000 CHAIRMAN HOLIDAY RECEPTION
1999 NOMINEE FOR 1999 CORPORATE CITIZENS AWARD
1998 ANNUAL SUMMER CRUISE CHAIRMAN
MEMBER: CORPORATE CITIZENS SOCIETY
CHAMBER DEVELOPMENT COUNCIL FOR WOMEN
LAW AND ORDER COMMITTEE
ANNUAL DINNER COMMITTEE
- 2000-PRESENT MEMBER KIWANIS CLUB OF NORWALK
ELECTED TO BOARD OF DIRECTORS FOR TERM 2003 THROUGH 2006
2005-2006 PRESIDENT ELECT
- 1999-PRESENT VOLUNTEER FOR THE YOUNG SURVIVAL COALITION
COORDINATED RETREAT FOR MOTHERS WITH ADULT DAUGHTERS W/ BREAST
CANCER
- BUSINESS 2001-PRESENT JUSTICE OF THE PEACE
1975-1999 LICENSED REAL ESTATE BROKER
1984-PRESENT OWNER/PRESIDENT OF TRAVEL TRENDS OF CONNECTICUT INC
1997-PRESENT MEMBER CRUISE LINE INTERNATIONAL ASSOCIATION
1997-PRESENT MEMBER OUTSIDE SALES SUPPORT NETWORK
- 1997-1999 DIRECTOR FINE ARTS OF NORWALK
- 1991-1993 NORWALK/WILTON AMERICAN RED CROSS
BOARD OF DIRECTORS
MEMBER: DECORATING AND LANDSCAPE COMMITTEE
SEARCH COMMITTEE FOR FUND RAISING DIRECTOR
SEARCH COMMITTEE FOR NEW DIRECTOR

VII. A

- N/A

47747

09/20

C0486

H/O
Capital Ave

turf products

QUOTE

157 Moody Road • PO Box 1700 • Enfield, CT 06082

Main Office: (800) 245-4355 • FAX: (860) 763-5550

Prepared For: Ken Hughes
CITY OF NORWALK PARK & REC
 125 EAST AVENUE
 NORWALK, Ct 06851

Ship To: 1 S. Smith St Norwalk
 Quote Number: NORWALK 5910
 Quoted Date: 6/26/2019
 Prepared By: Shawn Donovan
 sdonovan@turfproductscorp.com
 203-910-9114

SOURCEWELL (NJPA) # 97613

Qty	Model #	Description	Award	Extended
1	31699	Toro Groundsmaster 5910 (T4)	\$114,679.44	
1	31512	Back Up Alarm		
1	31609	MVP Kit, Fluid Filter (Tier 4 Final)		
1	30706	North American Road Light Kit		
1	31701	Auxiliary Braking System		

Total Price: \$114,679.44
 Tax Exempt

ALL PRICING IS VALID FOR 30 DAYS

Gen# 100232
 Reg# 200452 7/18

1

SOLE SOURCE PROCUREMENT REQUEST

Date - 6/27/2019

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

Purchase of new Toro 5510 large area mower.

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☒ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☐ Other, please explain -

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

We purchase all Toro mowers for ease of maintenance/parts supply purposes, and Turf Products is the Connecticut vendor.

Department Head's Signature

The Purchasing Agent

Corporation Council

☐ Supports ☐ Does not support ☐ Supports ☐ Does not support

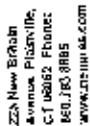
This request for a sole source purchase

Ken Hughes

Digitally signed by Ken Hughes
Date: 2019.06.27 13:58:50 -0400

Signature

Signature



Style Copyrigh Award # 13P5X1230 - Supplement # 86

Basic Warranty	3 years / 36,000 miles	5 years / 60,000 miles	Powertrain Warranty
View Details	View Details	View Details	View Details

[illegible]

LEBS DISCOUNT PER CONTRACT:
Total FACTORY OPTIONS

Conserve

**NATHAN HALE MEMORIAL FOUNTAIN RESTORATION
PROJECT # 3915, NORWALK, CONNECTICUT
CONSERVE ART LLC RESPONSE**

MAY 14, 2019

ANALYSIS  RESEARCH
TREATMENT

**NATHAN HALE MEMORIAL FOUNTAIN RESTORATION
PROJECT # 3915, NORWALK, CONNECTICUT
CONSERVE ART LLC RESPONSE**

MAY 14, 2019

Submitted To: City of Norwalk
Purchasing Department
125 East Avenue, Room 103
Norwalk, CT 06856-5125
ecooner@norwalk.org

Submitted By: Conserve ART LLC
Francis Miller, Conservator, PA AIC
19 Lansdowne Avenue
Hamden, CT 06517
Cell: 203-506-6846
Email: conserveartllc@gmail.com

Date: May 14, 2019

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

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

CITY OF NORWALK
PURCHASING DEPARTMENT

BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM

Conserve ART LLC
Bidder's Name

19 Lansdowne Avenue Hamden, CT 06517
Street Address

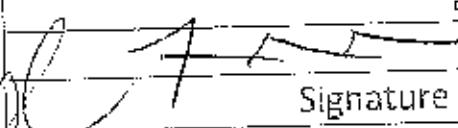
Hamden CT 06517
City State Zip

Business Telephone: 203-248-2530

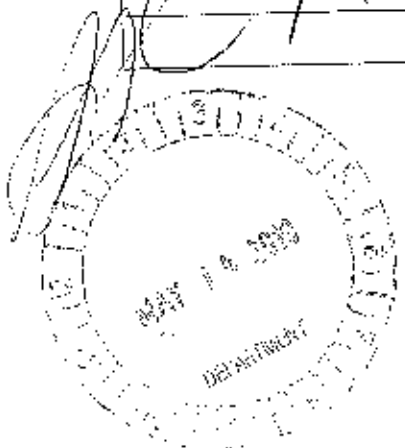
Email Address: Conserveartllc@gmail.com

Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.


Signature

05/17/19
Date



CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:

[illegible]

CITY OF NORWALK PURCHASING DEPARTMENT

GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk, Recreation and Parks Department is requesting bids from qualified historic preservation vendors for the turnkey restoration and installation of the Nathan Hale Memorial Fountain. The budget for this project is \$45,000.00. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. BID DOCUMENTS

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

3. ADDENDA

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

4. BIDDER'S LIST

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

5. QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Sharon Connors, Purchasing Agent, at sconnors@norwalkct.org. The deadline for the submission of questions is 2:00 pm, April 26, 2019.

6. SUBMISSION OF BID

All sealed Bids should be submitted to the City of Norwalk's Purchasing Department no later than May 1, 2019 at 2:00 pm at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 103
Norwalk, CT 06856-5125

7. SUMMARIES

CITY OF NORWALK PURCHASING DEPARTMENT

A list of the proposing firms will be available any time after 5:00 pm on the day of the opening at <http://www.norwalkct.org>. Results will not be provided over the phone.

SPECIAL NOTES:

- 1.) **PROJECT SCHEDULE:** Begin June 1 and complete by October 2019.
- 2.) A **pre-bid conference and walkthrough** will be held at 10:30 am, April 23, 2019 at Fodor Farm, 328 Flax Hill Road, Norwalk, CT 06854.
- 3.) **BUILDING PERMITS** - Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived for this project.
- 4.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 5.) Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 6.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$100.00 per day."
- 7.) Contractors are hereby reminded that all submitted bid amounts **MUST** include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.
- 8.) Contractors are hereby advised that the determination of the lowest responsible bidder will be based on the sum of the Base Bid(s) and the Alternate Item(s) selected by the City in its best interest. Said determination by the City would be final.
- 9.) The Bid submission (original and copies) **is required to be delivered** the Purchasing Department. Uploading a digital copy is not required but recommended.

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

TABLE OF CONTENTS

SECTION 1 - FORMS OF PROPOSAL

- 1.1 RESPONSE FORMS
- 1.2 BIDDERS QUALIFICATIONS
- 1.3 SAMPLE CONTRACT
- 1.4 INSURANCE COVERAGE REQUIREMENTS

SECTION 2 - PROJECT SPECIFICATIONS/SCOPE OF WORK

SECTION 2A --ADDITIONAL INFORMATION / BACKGROUND

SECTION 3- GENERAL BIDDING INFORMATION

SECTION 4 - GENERAL CONDITIONS FOR CONSTRUCTION

CITY OF NORWALK - GENERAL CONDITIONS FOR CONSTRUCTION

SECTION 5.1 - NORWALK LIVING WAGE ORDINANCE INFORMATION

PROJECT SUMMARY:

The Nathan Hale Memorial Fountain was erected in 1901 by the Norwalk chapter of the Daughters of American Revolution (DAR) to honor America's First Patriot Spy and Connecticut State Hero, Nathan Hale.

The fountain was designed by McKim, Mead & White as a drinking fountain for horses, people, and dogs and was originally located in front of the former Norwalk Armory on West Avenue, Norwalk, CT.

The fountain was along the trail Nathan Hale took on his spy mission during the American Revolution.

There was a bronze tablet on the back which was given by the children of Norwalk which included the famous quote he said before he was to be hanged by the British in New York, "I only regret that I have one life to lose for my country".

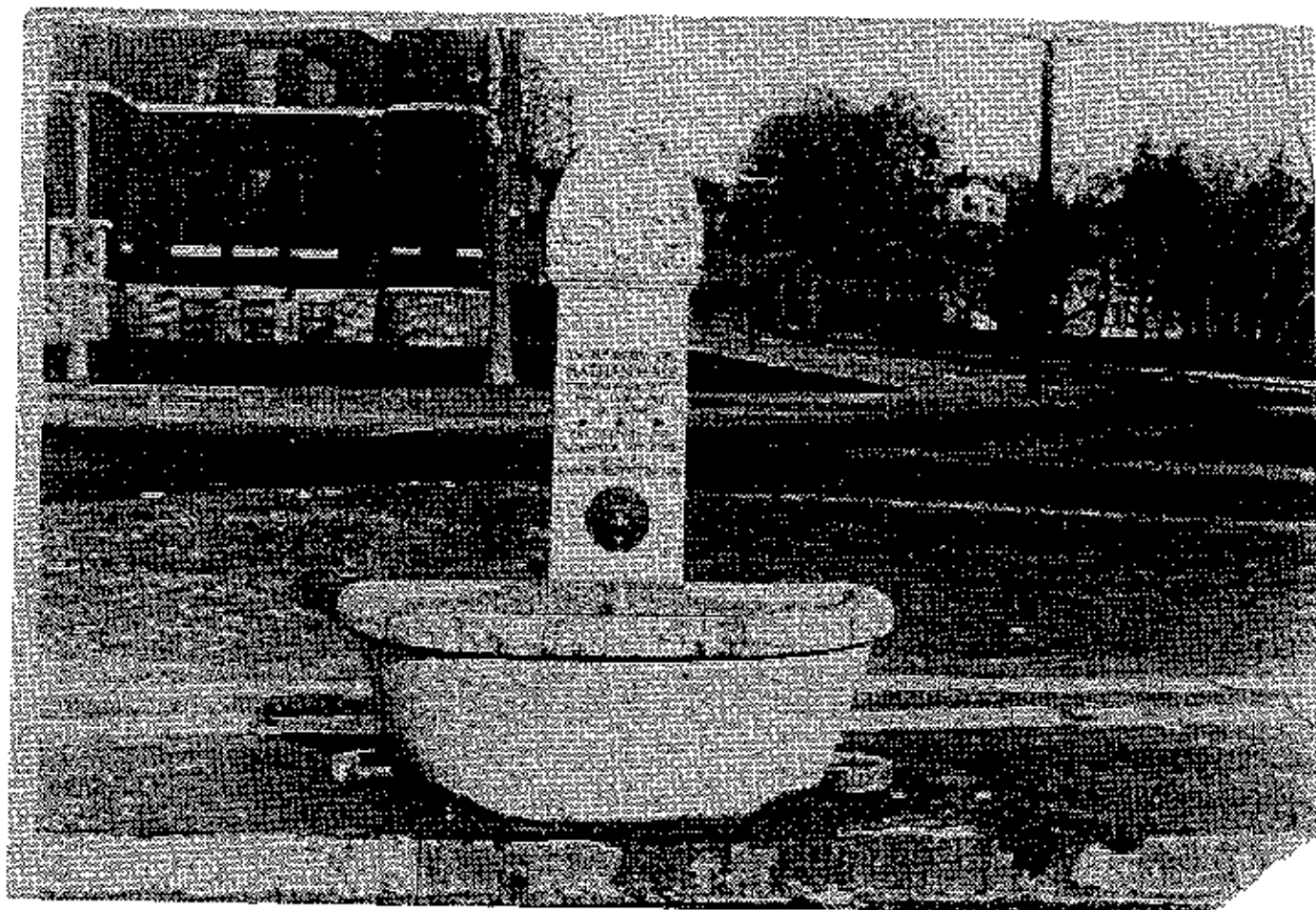
In the late 1920s, the monument was disassembled due to the widening of Armory Hill. The stele portion (only) was moved to Mill Hill, then later relocated to Nathan Hale Middle School.

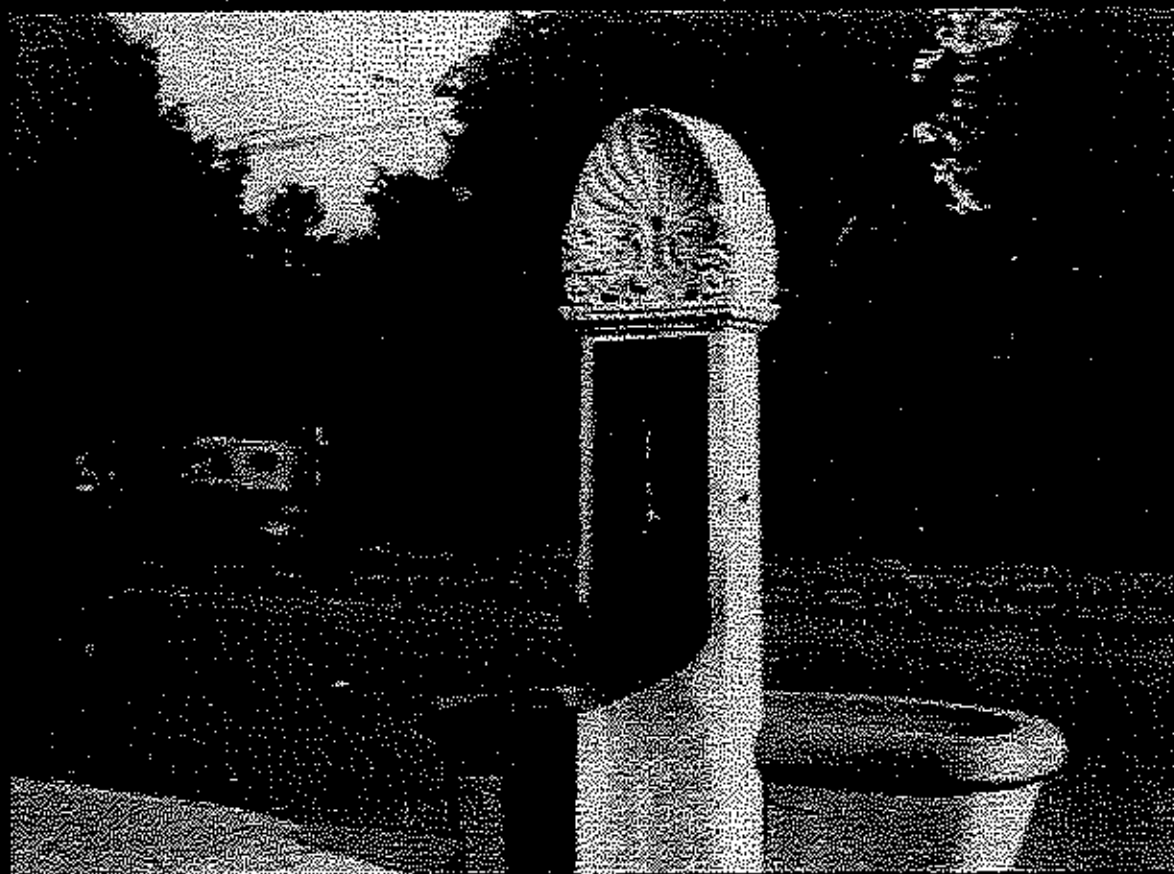
The horse trough and stele was relocated to Fodor Farm and both pieces are tucked out of the way on that property. The bronze tablet and fish are in the Norwalk Museum collection.

The missing or broken bronze pieces- the lions head, ribbed bowl, incomplete lettering and broken fish tail will be refabricated in bronze.

The flagstone walkways and stone sitting walls as per the landscape design plan were completed Fall 2015 and have a central area ready to add the restored fountain as a centerpiece.

The fountain and newly planted Pollinator Pathway garden serve as a contemplative meeting space and entrance into the Fodor Farmhouse.





SECTION 1 - FORMS OF PROPOSAL

1.1 RESPONSE FORM - BID #3915 Nathan Hale Memorial Fountain Restoration Project

Vendor Name - <u>Conserve ART LLC</u>	
Address - <u>19 Lansdowne Avenue Hamden CT</u>	
Phone - <u>203 248-2530</u>	Fax -
Email - <u>ConserveArtLLC@gmail.com</u>	
Fed ID# <u>06-1564707</u>	
Manager - <u>Francis Miller</u>	

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

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

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

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

The following unit prices shall apply to this project:

A. Nathan Hale Memorial Fountain Restoration

Total Lump Sum Bid	\$ <u>58,225</u>
Total Lump Sum Bid in Words	
<u>FIFTY EIGHT THOUSAND TWO HUNDRED TWENTY FIVE</u> <u>DOLLARS</u>	

PROJECT:	3915 Nathan Hale Memorial Fountain Restoration Project
VENDOR NAME:	Conserve ART LLC

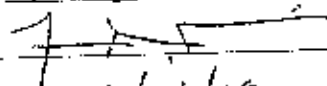
Bid Security in the form of a (check one) is attached.	Bond	X	Certified Check
Cost for performance bond included in lump sum	\$ NA	per thousand dollars	
Insurance Agency Name -	Hartford	Tel. -	866 467 8730
Agency Address -	Huntington T Block		

PO Box 29611, CHARLOTTE NC 28229

Submitted by - Conserve ART LLC	05/14/19
Authorized Agent of Company (name and title) Francis Miller owner/conservator	Date

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

Addendum #	1	Dated	04/29/19	Addendum #	2	Dated	05/02/19
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

Submitted by:	
Print Name of Authorized Agent of Company	Francis G Miller
Signature of Authorized Agent of Company	
Date	05/14/19

PROJECT:	3915 Nathan Hale Memorial Fountain Restoration Project
VENDOR NAME:	Conserve Art LLC

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 20
2. Number of personnel employed Part-time - 1, Full - time
3. List projects of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.
Deerfield Soldier	current	Doug Squires	917 499 4670
Derby Civil War Mon.	2018	James Cohen	203 - 772-1353
Spanish American War Mem	2016	Mary Zeeman	860-232-6710

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
TBD			

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☐	limited liability corporation
	☐	limited liability partnership
	☐	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☒	other (specify) <u>sole proprietor LLC</u>

PROJECT:	3815 Nathan Hale Memorial Fountain Restoration Project
VENDOR NAME:	Conserve ART LLC

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		☒	
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
CT LICENSE/REGISTRATION NUMBER	BUSINESS ID# 0637600		
7. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name	N/A		
Address			
City	State	Zip	
Name of Agent			

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

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

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

- All information should be supported with appropriate audited financials.
 - a. Book Value (Total Assets (-) Total Liabilities)
 - b. Working Capital (Current Assets (-) Current Liabilities)
 - c. Current Ratio (Current Assets/Current Liabilities)
 - d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
 - e. Return on Assets (Net Income/Total Assets)
 - f. Return on Equity (Net Income/Shareholder's Equity)
 - g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

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

END OF SECTION

PBDW ARCHITECTS

NATHAN HALE MEMORIAL FOUNTAIN
FODOR FARM
NORWALK, CT

April 8, 2019

OUTLINE SPECIFICATION

I. GENERAL

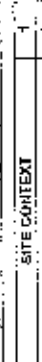
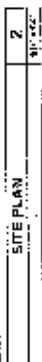
- a. Site: Fodor Farm
328 Flax Hill Road
Norwalk, CT 06854
- b. General project summary
 - i. Install existing stone fountain and basin in existing paved area
 - ii. New foundations for fountain and basin
 - iii. Fabricate and attach missing bronze elements
 - iv. New vault and circulating pump with new internal piping
 - v. Connect to existing underground piping for water & electricity
- c. Project Schedule
 - i. tbd
- d. Project Team:
 - i. Owner: City of Norwalk, Conn, Recreation & Parks Dept
 - ii. Owners representatives:
 - Ken Hughes, Acting Director Norwalk Parks
 - Lisa Wilson Grant, Commissioner, Norwalk Historic Commission
 - iii. Architect:
PBDW Architects
49 West 37th Street
New York, NY 10018
Attention: Samuel G. White
212-691-2440
swhite@pbdw.com
 - iv. Engineer:
Kohler Ronan Engineers
93 Lake Drive
Danbury, CT 06810
Attention: Rory Ronan, PE
203-778-1017
rronan@kohleronan.com
 - v. Contractor:

PBDW ARCHITECTS

- e. Project Schedule
 - f. Form of Agreement
 - g. General Conditions
 - i. Protect existing stone walls, paving, and landscaping
 - ii. Provide Crane to lift stele and basin over existing stone sitting walls to plaza location
 - h. Codes
 - i. Permits/Fees
 - j. Documents
 - k. Final clean-up
 - l. Start-up
 - m. Warranty
- II. SITEWORK
- a. Summary of existing conditions: stone paving and stone walls are in place.
 - b. Demolition: Remove existing stone and restore as required to match original setting details
 - c. Site utilities: lines for underground utilities are in place. Expose, extend as required to connect to new fountain and fountain works, and restore.
 - d. Planting/landscaping: remove and reinstall existing landscaping disturbed by installation of new vault, and related equipment
 - e. Paving : remove and reinstall existing paving disturbed by installation of stele and foundation, basin, new vault, and related equipment
- III. CONCRETE
- a. Install new concrete for footings at stele and large basin. Install concrete on 6" gravel over compacted or undisturbed soil
 - b. Reinforcing
 - c. Create 2 flanking 'dog bowls' at base molded in concrete.
- IV. STONE & MASONRY
- a. Removal of old concrete surrounding center of stele
 - b. Light cleaning of stele
 - c. Light cleaning of basin/trough
 - d. Enlarge existing holes on basin and stele as required for proper supply and return of fountain water
 - e. Install existing stele and large basin on new foundations
- V. METALS
- a. Restore existing plaque (fish's tail damaged) to match historic photographs.
 - b. New bronze castings to match historic photographs of

PBDW ARCHITECTS

- i. Plaque with fish,
 - ii. Lions head medallion,
 - iii. ribbed bowl,
 - iv. Accelerated patination not required
 - c. repair/replace missing inset lettering on front of stele with new bronze letters to match existing
- VI. WOOD & PLASTICS: OMIT
- VII. THERMAL & MOISTURE PROTECTION
 - a. Insulate vault and all water piping installed less than 3'-6" below grade
- VIII. DOORS & WINDOWS: OMIT
- IX. FINISHES: OMIT
- X. SPECIALTIES:
 - a. Vault: provide 2-chamber (wet/dry) subgrade vault for pumps and reserve water. Weatherproof access panel.
 - b. Furnish reservoir with hi/lo level switch or float to control make-up water
 - c. Pump: size tbd
 - d. Fountain fittings: provide fittings as required to adjust flow of water in fountain including spigot, overflow intake, clean-outs, valves, filters, etc.
- XI. EQUIPMENT: OMIT
- XII. FURNISHINGS: OMIT
- XIII. CONVEYANCE SYSTEMS: OMIT
- XIV. MECHANICAL
 - a. Piping: install per diagram
- XV. ELECTRICAL
 - a. Power wiring: provide power to pump
 - b. Controls: furnish 24-hour timer to control pump. Locate timer in office.



Page 1

CATERING	RECEIVED
013211	013211
Case	File

REINSTALLATION OF THE
NATHAN HALE MEMORIAL
FOUNTAIN

401114 PW 354
229 PLAINFIELD, NJ
UNIVERSITY OF NEW JERSEY

[illegible]



CONCLUSIONS

Temperature (°C)	Apparent activation energy (kJ/mol)
110	110
120	120
130	130
140	140
150	150
160	160
170	170
180	180
190	190
200	200
210	210
220	220
230	230
240	240
250	250
260	260
270	270
280	280
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880	880
890	890
900	900
910	910
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970	970
980	980
990	990
1000	1000

2.1

REINSTALLATION OF THE
NAI HAN HALE MEMORIAL
FOUNTAIN

FOR CREDIT
NEW 6-1/2" x 11" L FLOW
ALUMINUM, 1/2" HIGH

Summary

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10

677

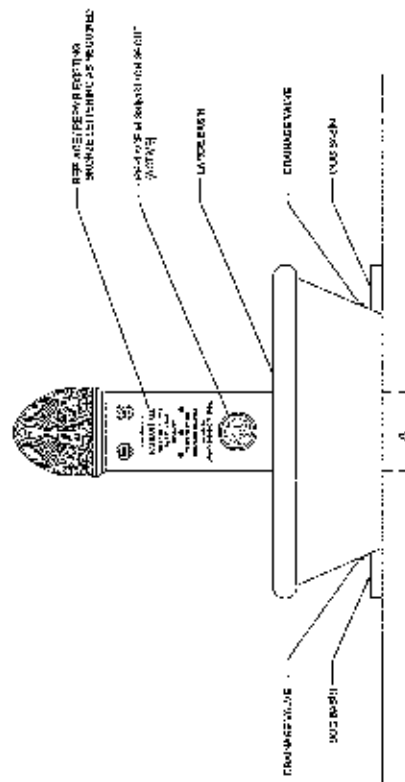
507-8546
S.O.M.

10-11-2011

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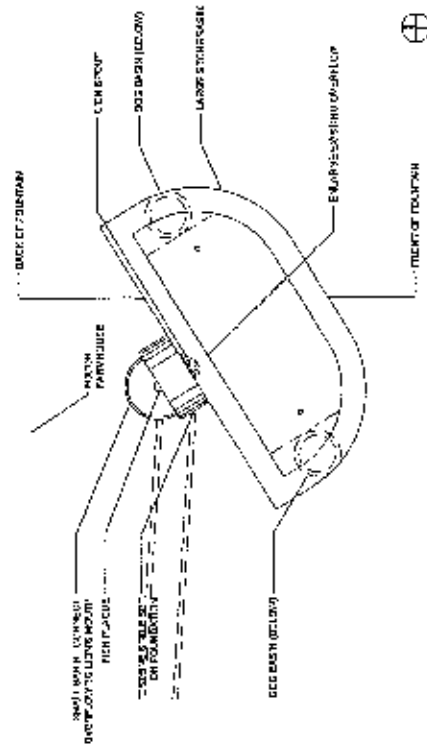
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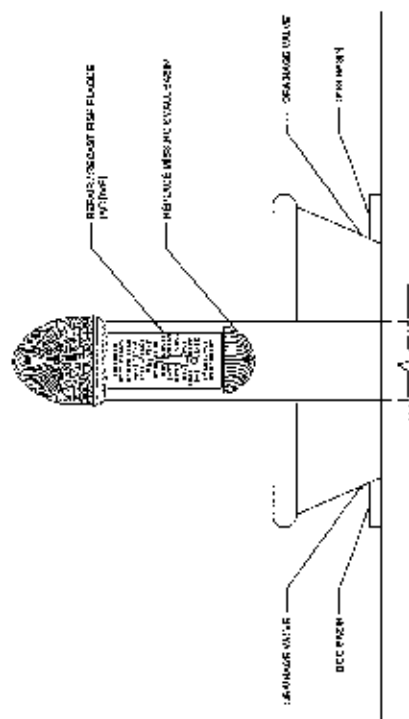
FRONT ELEVATION OF FOUNTAIN

E3



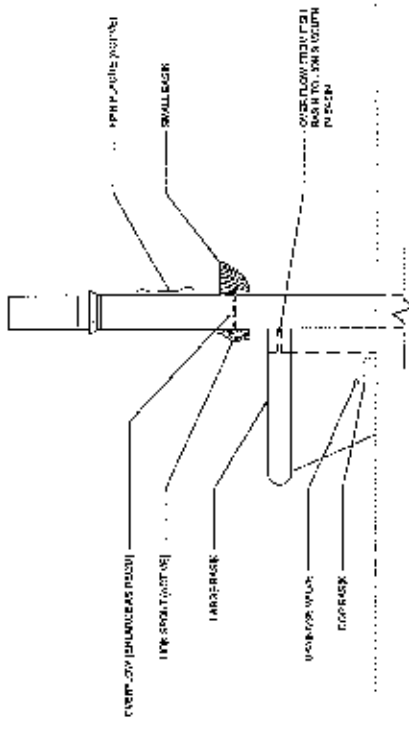
FOUNTAIN PLAN

A3



BACK ELEVATION OF FOUNTAIN

E4



SIDE ELEVATION OF FOUNTAIN

A1

KEYNOTES

Project Name	REINSTALLATION OF THE NATHAN HALE MEMORIAL FOUNTAIN
Project No.	2018-001
Client	ANN ARBOR MI
Scale	1/4\"/>

Revised	10/25/2018
By	JP
Check	JP
Scale	1/4\"/>

Project Name	REINSTALLATION OF THE NATHAN HALE MEMORIAL FOUNTAIN
Project No.	2018-001
Client	ANN ARBOR MI
Scale	1/4\"/>

Project Name	REINSTALLATION OF THE NATHAN HALE MEMORIAL FOUNTAIN
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Project Name	REINSTALLATION OF THE NATHAN HALE MEMORIAL FOUNTAIN
Project No.	2018-001
Client	ANN ARBOR MI
Scale	1/4\"/>

Conserve

NATHAN HALE MEMORIAL FOUNTAIN RESTORATION PROJECT # 3915, NORWALK, CONNECTICUT

CONSERVE ART LLC RESPONSE

MAY 14, 2019

ANALYSIS ☒ RESEARCH
TREATMENT

QUALIFICATIONS

Francis Miller has over 28 years experience treating historic, outdoor, monuments in bronze and stone. Conserve ART LLC was founded in 1999 to preserve our local and national monumental and artistic treasures. As a Professional Associate since 1999 with the American Institute for Conservation, and following the preservation guidelines set forth by the Secretary of the Interior, the National Park Service and National Center for Preservation Technology and Training, projects adhere to the fundamental principles and appropriate standards in conservation and preservation fields. For additional company information please visit our website at <http://conserve-art.com/>.

Fountain projects listed below have included the conservation of stone and bronze elements, plumbing, and the design of fountain heads and spills.

- Bennett Fountain, New Haven, CT
- Battell Fountain, Norfolk, CT
- Christopher Columbus Monument, Knights of Columbus, New Haven, CT
- Fountain of the Four Seasons, Iowa State University, Ames, IA
- Dairy Industry Fountain, Iowa State University, Ames, IA
- Bajnotti Fountain, Providence, RI

NATHAN HALE MEMORIAL FOUNTAIN RESTORATION PROJECT # 3915, NORWALK, CONNECTICUT CONSERVE ART LLC RESPONSE

ANALYSIS ☒ RESEARCH
TREATMENT

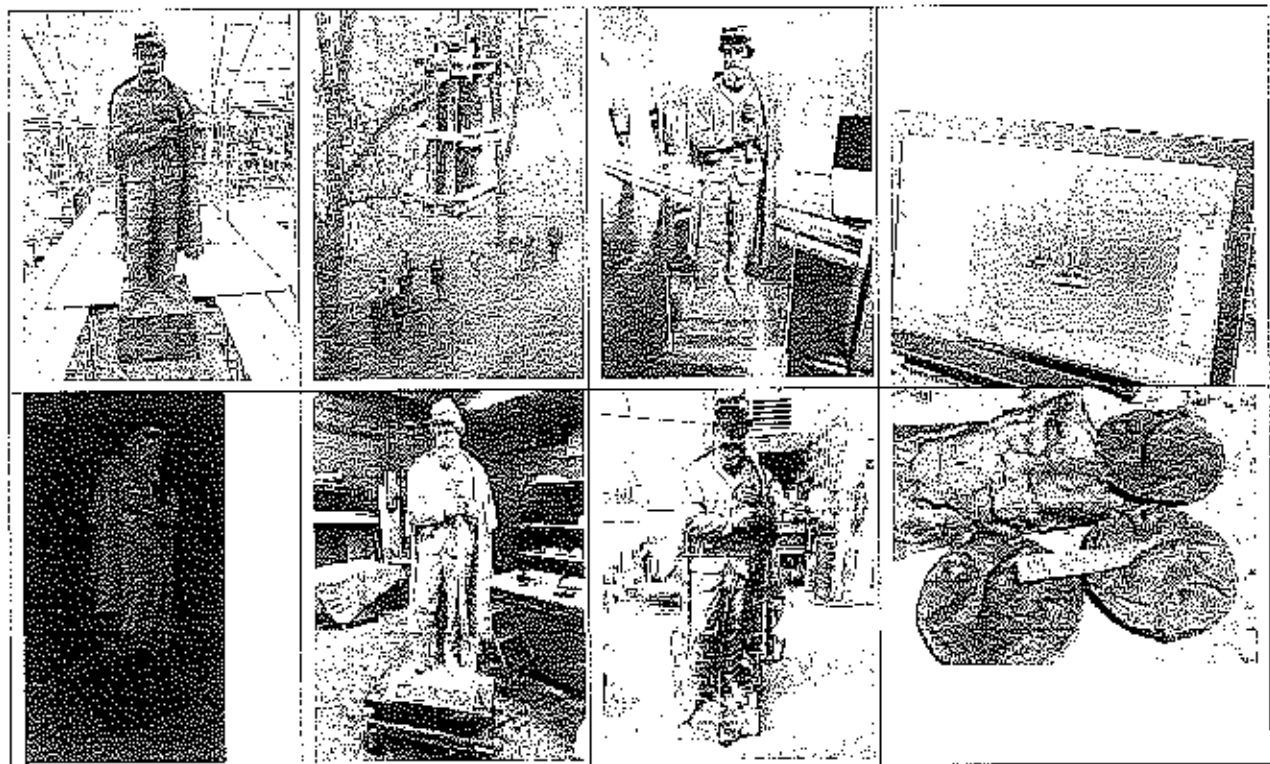
MAY 14, 2019

RECENT PROJECTS IN STONE AND BRONZE

The following projects exemplify the treatment of historic bronze and stone elements.

Deerfield Monument

The comprehensive preservation of the Deerfield Civil War Monument project is in the final stages of completion. The project included the stabilization of the fragile stone soldier, rigging and installation of the soldier indoors, the cleaning, consolidation and repairs to the stone monument, the digitization, CNC modeling and bronze replication of the soldier. The bronze elements have gone through extensive patination tests and review with the client to specifically harmonize with the stone. The bronze will be completed this spring, transported to the monument, rigged and set on a new anchoring system. The lower portion of the stone monument and recharging of the wrought iron fence on new stainless steel brackets will be completed this summer.



Conserve

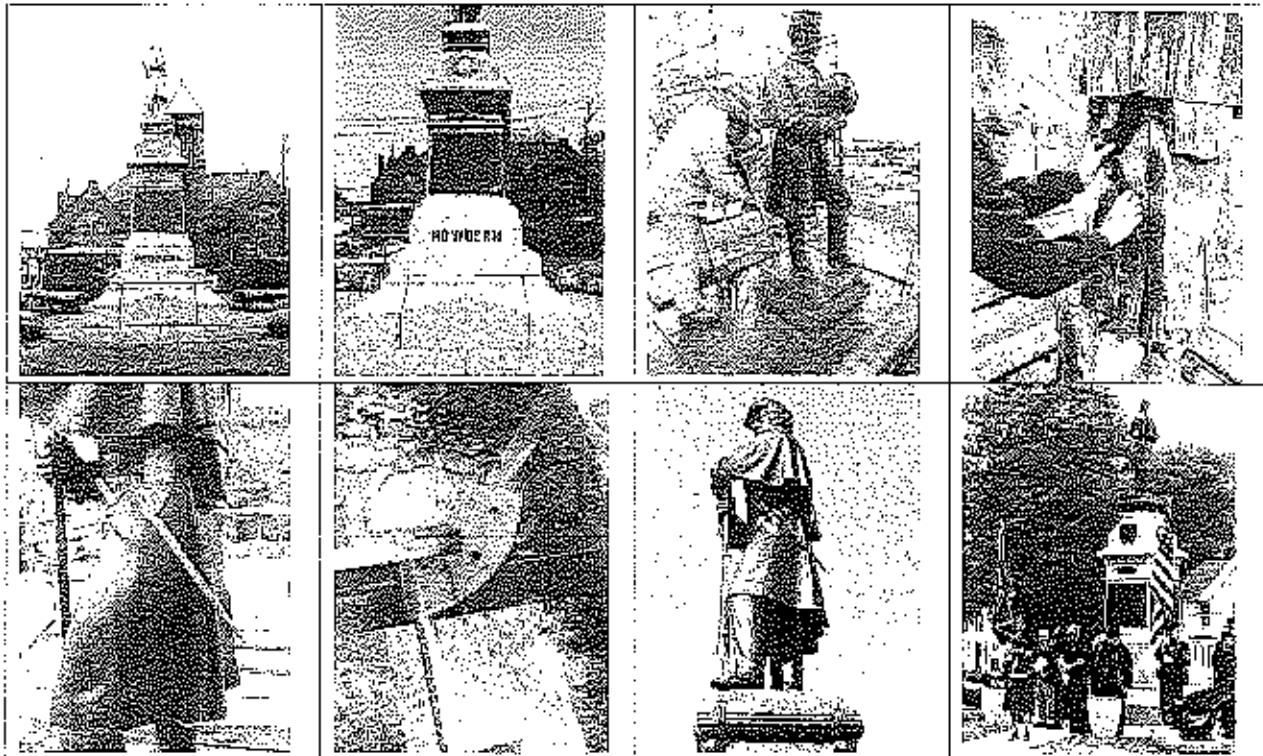
NATHAN HALE MEMORIAL FOUNTAIN RESTORATION
PROJECT # 3915, NORWALK, CONNECTICUT
CONSERVE ART LLC RESPONSE

ANALYSIS ☒ RESEARCH
TREATMENT

MAY 14, 2019

Derby Civil War Monument

The historic granite and bronze Derby Civil War Monument underwent conservation in 2017 and the four Parrott Rifles in 2018. The stone was cleaned, cracks injected and fills made on losses. The bronze was cleaned, repairs made to the sculpture and bent bronze plaque, missing elements sculpted for client review, cast in bronze, and patinated to match the sculpture. A protective coating was applied to all bronze elements. The focus of the bronze treatment was to retain the aged nature of the weathered elements. The iron cannons were cleaned and painted and new concrete foundations and new granite bases installed for the return of the restored cannons.



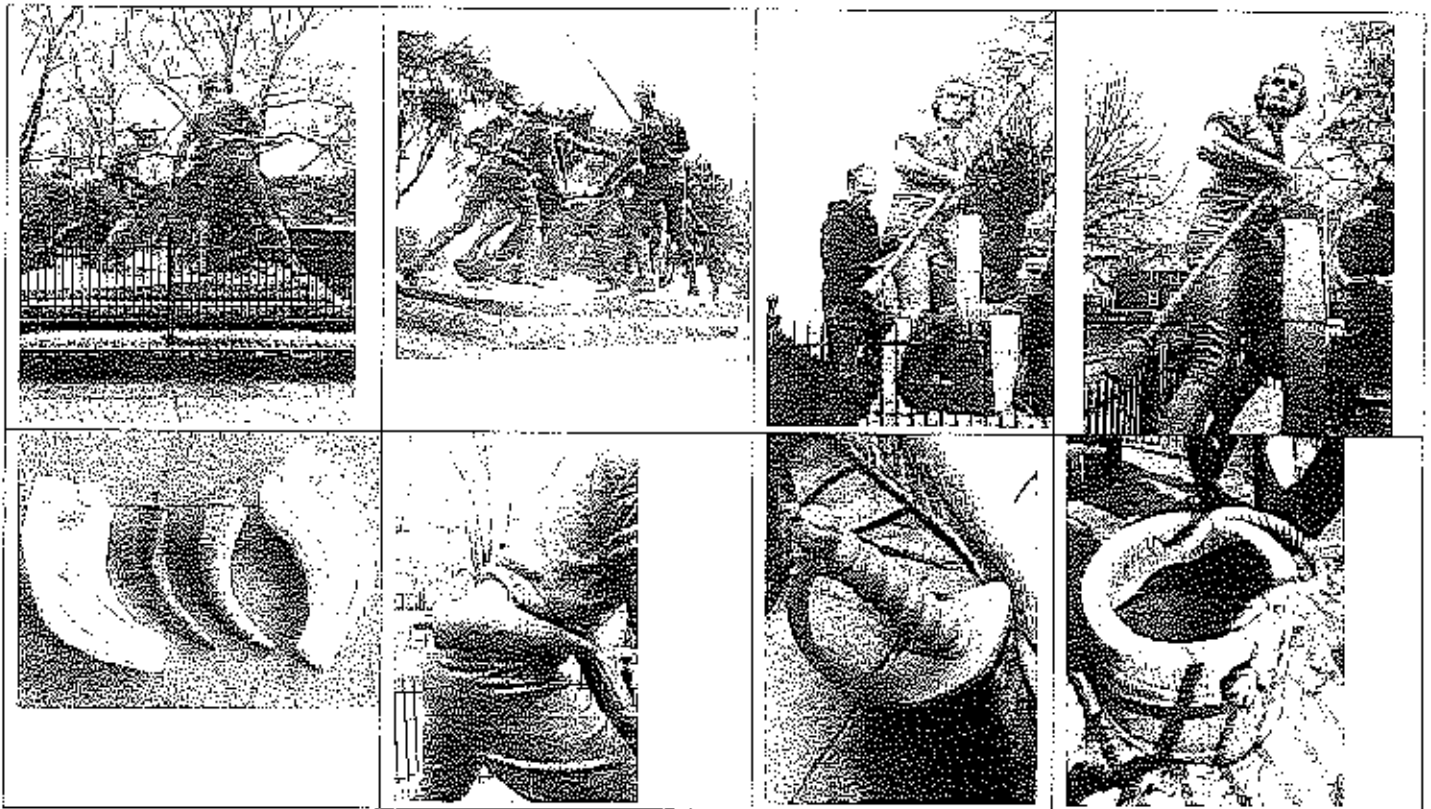
NATHAN HALE MEMORIAL FOUNTAIN RESTORATION PROJECT # 3915, NORWALK, CONNECTICUT CONSERVE ART LLC RESPONSE

ANALYSIS  RESEARCH
INSTALLMENT

MAY 14, 2019

Defendants of the City of New Haven

The monumental bronze grouping was completed in 2016. The focus of the preservation was to retain the aged quality of the bronze. Missing bronze elements with new elements cast in plastic to deter repeated theft. The missing bronze elements were sculpted in clay and fit onsite for approval by the client prior to casting. Elements included the ramrod, sword hilt, sword tip powder bag, and bucket handle. The granite base was cleaned and missing sections cast in color matched concrete using like aggregate. The wrought iron fence was cleaned and painted and hung using new stainless steel hardware painted to match. The project manager, David Moser, Senior Landscape Architect, passed away in 2018.



Conserve

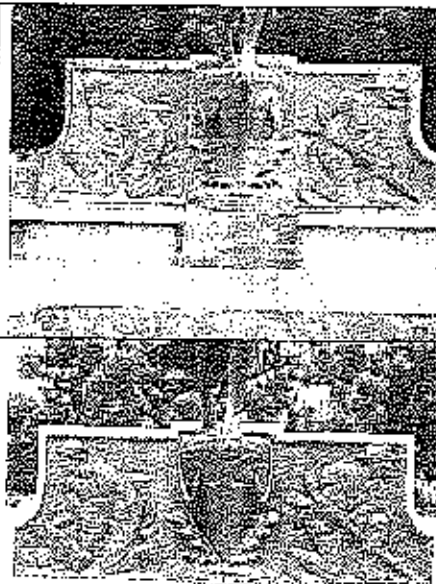
NATHAN HALE MEMORIAL FOUNTAIN RESTORATION
PROJECT # 3915, NORWALK, CONNECTICUT
CONSERVE ART LLC RESPONSE

ANALYSIS ☒ RESEARCH
TREATMENT

MAY 14, 2019

Spanish American War Monument

The Spanish American War Monument in Bushnell Park, Hartford, was sculpted by Evelyn Beatrice Longman. The bronze was severely corroded resulting in the loss of most of the original patina. The Tennessee limestone was soiled and the joints unpointed. The project included the rare example of original patina on the artist's bronze model. All elements were patinated to match the historic finish.



VII.B

Project No. 102-1507

Metropolitan Ct.

Phase 1-11E 2017-20

City of Newark
Replacement of Bridge No. 04152
Federal Local Unfunded 2017-20

Phase 1-11E 2017-20

Work Item	Base Project Manager	Project Manager	Project Manager	Project Manager	Project Manager	Project Manager	Project Manager	Project Manager	Project Manager	Project Manager	TOTAL
1. Survey	14	0	20	0	0	4	0	0	48	112	204
A. Raw Topographic Survey of District	4	0	4	0	0	4	0	0	0	0	12
B. Topographic & Planimetric Survey	9	0	2	0	0	0	0	0	20	38	60
C. Wetland & Cultural Resources Survey	4	0	4	0	0	0	0	0	0	12	31
D. Property Maps and Schedule of Property Owners	4	0	16	0	0	0	0	0	20	40	60
2. Preliminary Engineering Studies	50	26	21	23	68	70	184	130	0	0	574
A. Hydrology & Hydraulic Report	4	4	0	0	0	0	12	12	0	0	40
B. Hydrology & Hydraulic Report	4	12	0	0	0	0	12	40	0	0	108
C. Hydraulic Analysis & Report	4	4	0	0	0	0	12	12	0	0	40
D. Storm Analysis & Report	4	4	0	0	0	0	12	12	0	0	40
E. Stormwater Management	4	0	0	0	0	0	24	24	0	0	60
F. Sanitary Sewer Collection & Utility Test Plan	10	0	0	0	0	10	10	0	0	0	50
G. Stormwater Management	4	0	17	2	34	24	34	0	0	0	130
H. Traffic Analysis	2	0	0	0	0	0	0	0	0	0	12
I. Preliminary Engineering Studies Report	4	0	0	10	26	20	12	0	0	0	60
J. Hydrology & Hydraulic Survey (see item 1)	2	0	0	0	0	0	0	0	0	0	4
3. Public Information Meeting	15	0	10	0	0	0	0	0	0	0	30
4. Regulatory Approvals / Permits	28	0	0	0	34	0	40	0	0	0	110
A. Flood Management Certification	10	0	0	0	14	0	24	0	0	0	50
B. Flood Management Certification	4	0	0	0	0	0	12	0	0	0	20
C. Flood Management Certification	4	0	0	0	0	0	0	0	0	0	16
D. Flood Management Certification	4	0	0	0	0	0	12	0	0	0	20
5. Final Design	70	0	202	0	420	441	380	20	0	0	1578
A. Planning	10	0	10	0	24	0	20	0	0	0	50
B. Design	40	0	154	0	404	431	0	0	0	0	865
1. Sanitary Sewer Design (SSD) Submittal	10	0	30	0	147	147	0	0	0	0	320
2. Sanitary Sewer Design (SSD) Submittal	10	0	30	0	147	147	0	0	0	0	320
3. Sanitary Sewer Design (SSD) Submittal	10	0	30	0	147	147	0	0	0	0	320
4. Sanitary Sewer Design (SSD) Submittal	10	0	30	0	147	147	0	0	0	0	320
C. Final Design	10	0	12	0	30	30	0	0	0	0	120
D. Final Design	10	0	12	0	30	30	0	0	0	0	120
E. Final Design	10	0	12	0	30	30	0	0	0	0	120
F. Final Design	10	0	12	0	30	30	0	0	0	0	120
G. Final Design	10	0	12	0	30	30	0	0	0	0	120
H. Final Design	10	0	12	0	30	30	0	0	0	0	120
I. Final Design	10	0	12	0	30	30	0	0	0	0	120
J. Final Design	10	0	12	0	30	30	0	0	0	0	120
K. Final Design	10	0	12	0	30	30	0	0	0	0	120
L. Final Design	10	0	12	0	30	30	0	0	0	0	120
M. Final Design	10	0	12	0	30	30	0	0	0	0	120
N. Final Design	10	0	12	0	30	30	0	0	0	0	120
O. Final Design	10	0	12	0	30	30	0	0	0	0	120
P. Final Design	10	0	12	0	30	30	0	0	0	0	120
6. Bidding Phase Services	4	0	36	0	10	0	0	0	0	0	40
7. Shop Drawing Review	10	0	10	0	38	0	21	21	0	0	100

Time Salary (Trunk 1-6)	\$16,411.80	
First Period (77.77%)	\$12,411.80	
Time Salary (16.17%)	\$1,411.80	800
Total Time Salary plus Profit (EPF) (Trunk 1-6)	\$18,411.80	\$18,411.80
First Period (77.77%)	\$14,411.80	\$14,411.80
Subtotal	\$18,411.80	\$18,411.80
First Period Allowance: 10% of Subtotal + 10% of Profit (Trunk 1-6)	\$2,411.80	\$2,411.80 (plus ending "net" sheet)
Shop Drawing Revision (Trunk 1-6)	\$1,411.80	\$1,411.80
First Period Allowance (Trunk 1-6)	\$1,411.80	\$1,411.80
Total	\$24,411.80	\$24,411.80

Project No. 102-TBD

Municipality's CE

Prime Profit: 22.27%

Prime B+C: 186.17%

City of Norwalk

Replacement of Bridge No. 04152

Federal Local Bridge Program

Potential Extra Work Item	Senior Project Manager	Project Manager II	Sr. Project Engineer	Project Engineer I	Project Engineer II	Design Engineer I	Design Engineer II	Sr. Surveyor	Assistant Surveyor	TOTAL
3. Public Information Meeting (2nd Meeting)	16	0	16	0	0	6	6	0	0	50
4. Regulatory Approvals / Permits	25	0	0	108	32	0	0	0	23	228
5. 1. CTDOT DEP Cultural Resources Coordination	8	0	0	76	32	0	0	0	23	178
2. Archaeological Reconnaissance Survey	17	0	0	32	0	0	0	0	0	99
Extra Work Tasks	41	0	16	108	32	6	6	0	23	273
Rate of Pay	\$66.36	\$40.00	\$45.34	\$48.47	\$46.37	\$56.62	\$58.01	\$46.72	\$25.75	
Direct Salary Cost	\$2,715.60	\$0.00	\$769.44	\$5,228.23	\$1,503.04	\$331.72	\$328.06	\$20.00	\$592.25	\$ 12,572.85

Direct Salary (Specified Extrae)
 Prime Profit (22.27%)
 Prime B+C (186.17%)

Say

\$36,300.00
 \$0.00
 \$36,300.00

Total Prime Salary plus Profit and B+C
 Direct Costs (Task 7)
 Subtotal

\$36,265.12
 \$0.00
 \$36,265.12



Salary Certification

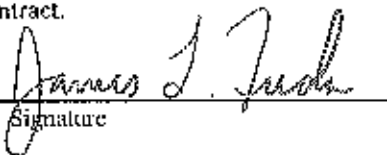
Project No.: 102-TBD

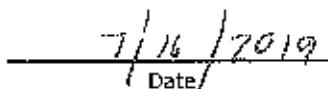
Project Name: Replacement of Bridge No. 04152

The listed hourly rates are the actual hourly rates paid to the following individuals to be utilized on the subject project as of July 2019 and will not be revised prior to or during negotiations. The next salary adjustments for employees firm wide are scheduled for January 2020.

Employee Name	Classification	Permanent Employee Yes/No*	Actual Hourly Rates (\$)	Actual Average Hourly Rates (\$)**	Maximum Actual Hourly Rate (3% Increase)
James L. Fuda, PE	Sr. Project Manager	Yes	70.00	64.88	72.10
Steven J. Drechsler, PE	Sr. Project Manager	Yes	62.80	64.88	64.68
Jeffrey A. Koerner, PE	Sr. Project Manager	Yes	60.20	64.88	62.01
Ryan Scrittorale, PE	Project Manager II	Yes	46.60	55.03	48.00
Layth Al-Attar, PE	Project Manager I	Yes	49.60	47.89	51.09
Ricky D. Mears, PE	Project Manager I	Yes	46.20	47.89	47.59
David Caricchio, PLS	Sr. Surveyor	Yes	47.30	47.07	48.72
Stephen R. Ulman, PE	Sr. Project Engineer	Yes	47.00	51.67	48.41
Slawomir Lachcik, PE	Project Engineer II	Yes	46.20	40.33	47.59
Subal C. Das, PE	Project Engineer II	Yes	45.00	40.33	46.35
Mark H. Habek, PE	Project Engineer I	Yes	38.00	34.67	39.14
Charles M. Sorensen, PE	Project Engineer I	Yes	36.80	34.67	37.90
Elizabeth C. LaPlante	Designer II	Yes	36.90	32.73	38.01
Christopher M Surprenant	Designer I	Yes	27.10	27.89	27.91
David Caricchio, PLS	Sr. Surveyor	Yes	47.30	47.07	48.72
Nicholas Caricchio	Technologist II	Yes	25.00	25.86	25.75

I, James L. Fuda certify that the above actual hourly rates are correct and other factual unit costs supporting the compensation contained within the submitted Fee Proposal are accurate, complete and current. I further agree that the proposed Agreement shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made during the life of the contract or within one year following the end of the contract.


Signature


Date

CONFIDENTIAL

* A permanent employee is defined as receiving paid leave and all other company benefits

**Firm Wide average of actual hourly rates all individuals per classification.

Scope of Services
Alfred Benesch & Company, Inc.
Replacement of Bridge No. 04152
West Cedar Street #2 over Five Mile River
City of Norwalk, Connecticut
State Project No. 102-(TBD)
Connecticut Department of Transportation

INTRODUCTION

This project will be designed by Alfred Benesch & Company, Inc. (Benesch) under the Connecticut Department of Transportation (CTDOT) Federal Local Bridge Program. The design process will be performed in coordination with CTDOT's Liaison Engineer, Close Jensen and Miller, P.C. (CJM) and the City of Norwalk (City).

CTDOT has specified an 11% DBE goal for the Engineering on this State Project No. 102-(TBD).

The design will conform to the latest CTDOT policies and procedures including the Consultant Administration and Project Development Manual, Bridge Design Manual, Highway Design Manual, Bridge Load Rating Manual, Drainage Manual, and other applicable CTDOT manuals and guidelines. Construction will be performed in accordance with the CTDOT Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, 2016, including the latest Supplemental Specifications. The design will also conform to the relevant City Standards provided that the City Standards do not conflict with CTDOT requirements.

Construction drawings will be prepared using English units of measurement and using Microstation or AutoCAD CADD, in conformance with CTDOT Digital Project Development Manual, where applicable.

Benesch will be formally notified of approval to proceed with Final Design activities after completion of the Public Information Meeting and receipt of Design Approval.

Submissions will include digital files and/or prints of plans, specifications, and cost estimates (as requested by CTDOT and CJM) at the 70%, 90% and 100% levels of design completion. Each submission will also include written responses to review comments that were received on the prior submission.

The 100% submission will be uploaded to CTDOT ProjectWise folders in accordance with attributes and quality checklists in the Digital Project Development manual. Revisions to the 100% submission will be performed as required and re-loaded to CTDOT ProjectWise.

PROJECT DESCRIPTION

Bridge No. 04152 was constructed in 1910 and consists of a single span closed spandrel masonry arch bridge. This bridge carries West Cedar Street #2 over Five Mile River and has an overall length of 29' and a curb-to-curb width of 19'. There is an approximately 5' wide sidewalk cantilevered off the south fascia of the bridge that connects pedestrian pathways along the south side of West Cedar Street. The existing bridge and approach roadways carry two lanes of traffic (one lane in each direction) of vehicular traffic with no shoulders. West Cedar Street #2 is considered an Urban Local Road and has an estimated Average Daily Traffic (ADT) of 4,823 vehicles based on the 2018 CTDOT Inspection Report. The bridge is eligible for listing in the National Register of Historic Places.

The bridge is in overall "fair" structural condition (condition rating = 5), controlled by the condition of the substructure. The bridge is functionally obsolete due to its "Deck Geometry" appraisal rating of 2 and its "Approach Roadway Alignment" appraisal rating of 3. Given the ADT, the minimum roadway width to avoid function obsolescence is 28' per the Federal Highway Administration Coding Manual.

The bridge is categorized as Scour Critical based on the 2018 inspection report, which indicated the presence of scour holes adjacent to the shallow footing of the abutments. Since the report, it is understood that the City has taken measures to address these conditions.

The project is located in a FEMA-mapped flood zone according to FEMA Flood Insurance Study and Floodway and Flood Boundary Maps.

Based on the functional obsolescence, age, condition and scour critical classification of the bridge, it is anticipated that the project will involve a full replacement. As part of the engineering study phase, Benesch will analyze three potential full replacement alternatives consisting of: full replacement with a precast concrete arch and stone masonry spandrel walls; full replacement with a precast rigid frame and stone masonry spandrel walls; and full replacement utilizing a precast adjacent box-beam or Northeast Extreme Tee (NEXT) beam superstructure. The replacement of the structure is anticipated to be completed with West Cedar Street #2 closed at the bridge and vehicular traffic detoured, contingent upon the analysis of traffic counts. Should a detour be utilized, the City has requested that the detour occur during the summer months, while school is not in session. Benesch shall also analyze the feasibility of a stand-alone pedestrian bridge to minimize rights-of-way impact and to maintain pedestrian access throughout construction.

DESCRIPTION OF SERVICES

TASK 1 - SURVEY

TASK 2 - PRELIMINARY ENGINEERING STUDIES

TASK 3 - PUBLIC INFORMATION MEETING

TASK 4 - REGULATORY APPROVALS/PERMITS

TASK 5 - FINAL DESIGN

TASK 6 - BIDDING PHASE SERVICES

TASK 7 - DIRECT COST ITEMS

REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS

DESIGN SERVICES DURING CONSTRUCTION

TASK 1 - SURVEY

A. SITE INSPECTION AND REVIEW OF DOCUMENTS

Perform a general inspection of the site, observing items such as traffic, sight distances, potential utility conflicts, environmental conditions, vegetation, right-of-way impacts, and bike/pedestrian behavior. Record all deficiencies. Review existing documents, inspection report and existing plans, if available.

B. TOPOGRAPHIC & PLANIMETRIC MAPPING

A boundary and ground survey will be completed for the project site, including generation of applicable digital terrain files. Utility mapping, where available, will be utilized to reference buried facilities. Deeds and property records will be reviewed to determine property owners adjacent to the bridge and to establish the limits of the City's existing rights-of-way.

The limits of the survey are 250'± to the west of the bridge and 300'± to the east, to include the intersection with Beechwood Road and the access drive to Norwalk Community College. The width of the survey corridor will be approximately 100' wide except where extended for item C.

C. WETLAND FIELD DELINEATION AND SURVEY, HYDRAULIC SURVEY

Wetlands within the project limits will be delineated and incorporated into the survey file. Delineation will identify the type of wetlands and be summarized in a wetlands report for use with the City of Norwalk Inland Wetlands Permit.

Hydraulic cross sections will be field located/measured as part of the project survey. Section locations will be determined by the hydraulic engineer. Sections will be determined based on hydraulically relevant features of the stream and floodplain and in accordance with guidelines for the modeling platform as well as the CTDOT Drainage Manual. The stream reach length surveyed will be adequate for use in analysis of natural, existing, proposed and temporary conditions (as required).

D. PROPERTY MAPS AND SCHEDULE OF PROPERTY OWNERS

Prepare easement and taking maps for the properties adjacent to the bridge reconstruction. Approximate street line and property lines will be established based on visible evidence of property boundaries along the existing roadway located during the field survey and the assessor's maps. A survey or construction baseline will be developed and approximate property lines, street lines, and property owners and addresses will be shown on a title plan Mylar. Final Property Maps are to be submitted six (6) months prior to the FDP Submission. It is anticipated that four (4) property maps will be required to acquire the necessary Right-of-Way to complete construction of this project.

TASK 2 - PRELIMINARY ENGINEERING STUDIES

A. HYDROLOGY & HYDROLOGIC REPORT

Perform a hydrologic analysis of the watershed pursuant to the latest revision of the CTDOT Drainage Manual. A draft and final hydrology report submission will be made as part of the Preliminary Engineering Studies phase. The analysis and report will address both regulatory flows used for Flood Management Certification and design flows used for hydraulic design of the project. Methodology applied for development of the design flows will be appropriate for the contributing watershed characteristics. It is assumed for this Scope that the USGS Streamstats methodology will be applicable for the design flows.

B. HYDRAULICS & HYDRAULIC REPORTS

Preliminary Hydraulic Analysis to be performed for all alternates to determine their feasibility and the results summarized in a Preliminary Hydraulic Report to be submitted with the Structure Type Study. Hydraulic modeling platform shall be the most current authorized release. Hydraulic analysis will be performed in accordance with the HEC-RAS computer program and the current CTDOT Drainage Manual. The HEC-RAS model will be based on the original FEMA FIS model if available.

C. FLOODWAY ANALYSIS & REPORTS

A Preliminary Floodway Report will be submitted with the Type Study as part of the Preliminary Engineering Study. The analysis will be conducted in accordance with the requirements and guidelines as set forth by the National Flood Insurance Program and the DEEP Hydraulic Analysis Guidance Document (as revised). This report will show that the recommended alternate was checked for feasibility. The HEC-RAS project will include all alternates considered to show that all meet the NFIP and Flood Management Statutes.

D. SCOUR ANALYSIS & REPORTS

A Preliminary Scour Report will be submitted with the Type Study as part of the Preliminary Engineering Study. The scour analysis will be performed following the guidelines set forth in the current FHWA Document HEC-18 "Evaluating Scour at Bridges", as well as the current CTDOT Drainage Manual. This report will show that the recommended alternate was checked for feasibility.

E. ROADWAY ALIGNMENT STUDIES

As part of the preliminary engineering studies phase, adjustments to roadway width (horizontal alignment) and vertical alignment (to accommodate longer span bridge) will be investigated. West Cedar Street has a reduced speed limit of 15 miles per hour posted at the bridge; however, the widened roadway will be designed for 25 miles per hour based on the Urban Local Street classification from the CTDOT Highway Design Manual. The roadway width will be a minimum of 28 feet with a 5 foot sidewalk to the south.

G. SOIL BORING, SOILS EVALUATION AND UTILITY TEST PITS

Four (4) structural and two (2) roadway test borings are anticipated to be completed utilizing a truck-mounted drill rig. A draft geotechnical report will be submitted with the preliminary engineering study report. The report will be updated, as necessary, with any revisions made at 70%, 90%. The 100% submission will include the approved version. Bids will be required for soil boring vendors and payment for the field work will be on a direct cost basis.

H. STRUCTURE TYPE STUDY

Develop a structure type study indicating the possible replacement alternatives for the existing bridge will be prepared in accordance with CTDOT Bridge Design Manual. The type study will identify costs, advantages and disadvantages associated with each replacement alternate. A rehabilitation option will be discussed as a part of the report narrative but will not be fully developed (with details and costs) due to the substandard roadway width and hydraulic opening.

The three alternates to be developed include: full replacement with a precast concrete arch and stone masonry spandrel walls; full replacement with a precast rigid frame and stone masonry spandrel walls; and full replacement utilizing a precast adjacent box-beam or Northeast Extreme Tee (NEXT) beam superstructure. The replacement of the structure is anticipated to be completed with vehicular traffic detour, contingent upon the analysis of traffic counts.

This report will include preliminary plans and preliminary construction cost estimates for each alternative and a recommendation for selection including a brief description on constructability including maintenance & protection of traffic and water handling. One type will be selected and its design will be developed in the next phases. One (1) copy of the report will be submitted to CLE and one (1) to the City for review.

Benesch shall also analyze the feasibility of a stand-alone pedestrian bridge to minimize rights-of-way impact and to maintain pedestrian access throughout construction. The structure type will indicate potential structure types and alignments for a potential new pedestrian bridge. The type study will identify costs, advantages and disadvantages associated with each structure type and alignment.

I. TRAFFIC ANALYSIS

Obtain 24-hour AM/PM peak and one weekday/weekend vehicular turning movements at four (4) locations:

- West of the bridge at the intersection of West Cedar Street and West Norwalk Road
- East of the bridge at the intersection of West Cedar Street and Richards Avenue
- Southwest of the bridge at the intersection of West Norwalk Road and Route 1
- Southeast of the bridge at the intersection of Richards Avenue and Route 1

Obtain 72-hour vehicular Automated Traffic Recorder (ATR), west of the bridge and for the three legs of traffic at the intersection of West Norwalk Road and Route 1.

Traffic Analysis: Evaluate the data to determine the feasibility of utilizing a detour, in lieu of staged construction. If a detour is feasible based on the volume of traffic, use the data to determine the need of installing a temporary signal at the intersection of West Norwalk Road and Route 1.

This task includes coordination hours for traffic analysis performed as a Direct Cost.

J. PRELIMINARY ENGINEERING STUDIES REPORT

SJD

A Preliminary Engineering Studies Report will be developed to outline the recommended alternative for this project. The report will outline AASHTO classification and alignment data, information developed in the Structure Type Study, soil conditions and hydraulic considerations. Justification for any items that require a design exception will be provided in the report. Input from this stage will be received prior to developing the preliminary design submission for the preferred alternate. One (1) copy of the report will be submitted to CJM and the City.

K. HAZARDOUS MATERIAL SURVEY

Coordinate a Task 710 – Hazardous Material Survey to be performed by a certified specialist to identify the potential for lead/asbestos and/or other applicable hazardous materials. This will be handled as a Direct Cost.

TASK 3 - PUBLIC INFORMATION MEETING

Upon the completion of the Preliminary Engineering Studies, the City will facilitate a Public Information Meeting (PIM) for this project. For this meeting, the Engineer will prepare visual aids and will make a presentation of the project. At the meeting, details of the proposed improvements and the expected project schedule will be described. Benesch will prepare the report of meeting minutes from the PIM.

Scope Revision-
Negotiations
Meeting - 8/6/19

~~Prior to the start of construction, a second Public Information Meeting will be held, to notify residents of the project schedule and anticipated impacts.~~

SJD

TASK 4 - REGULATORY APPROVALS/PERMITS

Benesch will develop permit plans and final permit applications and make a preliminary submission to CJM four weeks prior to the 70% design submission. CJM comments are to be addressed, and the revised permit applications and supporting documents are to be included with the 70% submission. This task to include the preparation of a permit plan set based on the highway and structure plan sheets. The extents of temporary and permanent impacts to the wetlands, floodplain, floodway and watercourse shall be shown on the plans. Each impact shall be quantified and shown in tabular form on the plans.

Benesch will take the lead in acquiring a Local Inland Wetlands permit. The preparation and presentation of a PowerPoint presentation at an Interagency Coordination Meeting, to be scheduled after the 70% submission, is required. Benesch will be required to present at the Five-Mile Commission Meeting, prior to obtaining the Local Inland Wetlands permit.

The following permitting / coordination is anticipated:

A. FLOOD MANAGEMENT CERTIFICATION

B. LOCAL INLAND WETLANDS PERMIT

C. U.S. ACOE PERMIT

~~**D. DEEP FISHERIES**~~

Scope Revision 8/27/19 SJD

~~**E. NATURAL DIVERSITY DATA BASE (NDDB) STUDY**~~

Scope Revision 8/27/19 SJD

~~**F. CTDOT OFFICE OF ENVIRONMENTAL PLANNING'S CULTURAL RESOURCES COORDINATION**~~

- The scope includes coordination with the CTDOT Office of Environmental Planning's Cultural Resources unit regarding state and federal regulations regarding historical and archeological resources. CTDOT's coordination may involve identification of and consultation with stakeholders and CTSHPO. It is assumed that concurrence will be provided for the selected replacement alternative and that the following items will be performed by the Benesch team as mitigation for the replacement of the bridge:

Scope Revision-
Negotiations
Meeting - 8/6/19

SJD

- Documentation of the Existing Bridge in accordance with the professional standards of the State Historic Preservation Office for permanent archiving.
- Preparation and submittal of a brief history and description of the bridge, including project-related information, photographs and maps, for publication in a relevant historic newsletter.

- CTDOT may also require evaluation of archeological sensitivity of ground areas affected by the bridge replacement. The Benesch team will conduct an archeological reconnaissance survey of ground areas affected by direct disturbance and staging areas / temporary access roads.

TASK 5 - FINAL DESIGN

Upon receipt of notice to proceed, Benesch will begin the Final Design. The following number of copies of each set of plans, specifications and cost estimates will be provided at each stage of design: one (1) hard copy set to CJM and one (1) copy to the City at 70%, one (1) set to CJM and the City at 90% and one (1) set to CJM and the City at Final Design submittal. The final design phase will include the development of required supplemental technical specifications and special provisions required for the construction of the

roadway and structure. These specifications and provisions will be made part of the overall bid package which will be compiled by CJM. The Bid Proposal Forms will be prepared by CJM.

A. ROADWAY

The final design phase of the roadway design will include incorporation of any review comments and further development of the plans, specifications and details. The coordinate geometry for the horizontal layout will be calculated. The design of the guide railing, erosion control devices, pavement structure, and signing will be completed. Cross sections along the proposed roadway at 50-foot intervals, and at critical locations including driveways will be developed. Final construction cost and quantity estimates for the project will be developed.

B. STRUCTURE

The Final Design phase of the structure design will proceed upon approval of the preliminary design and will incorporate all review comments.

During this phase, a complete set of plans, specifications, and estimate will be developed. Formal design submissions will include the following.

1. 70% Design Submittal, to be made after completion of the following tasks:
 - a. Design of major structural components.
 - b. Coordination with highway design, design computations in finalizing roadway vertical geometry and drainage requirements.
 - c. Adequate development of structural drawings to provide a reasonable understanding of the proposed design.

The 70% Design Submittal will include the following items for review:

- a. Structural Plans
 - b. Special Provisions
 - c. Cost Estimate
 - d. Final Permit Applications
 - e. Final Geotechnical Report
 - f. Final Load Rating Package
2. 90% Design Submittal (Plans, Specifications and Estimate - PS&E). Comments received from the 70% design will be addressed and incorporated, as appropriate, in the final design. The 90% Design Submittal will include the following items for review:
 - a. Structural Plans
 - b. Special Provisions
 - c. Cost Estimate
 - d. Design Computations
 - e. Quantity Computations
 - f. Construction cost estimate

A calendar day chart will be prepared for the 70%, 90% and 100% submissions.

3. **Final Design Submittal:** The Final Design submittal will address all comments received during the PS&E submittal. One (1) complete set of contract documents, including stamped Mylar drawings will be provided.
4. A Load Rating will be performed on the bridge per the Bridge Load Rating Manual for Design HL-93, Legal and Permit vehicles using the Load and Resistance Factor Rating (LRFR) methods as per CTDOT Policy requirements.

C. FINALIZE WATER RESOURCE REPORTS

1. Final Hydraulic Analysis Report

Based upon written comments received in the Preliminary Engineering Phase, final hydraulic analyses will be prepared. A Final Hydraulic Analysis Report based on the approved structure type will be submitted along with all modeling and backup calculations for review by the CTDOT. Any comments generated from that review will be addressed and the Final Hydraulic Analysis Report will be resubmitted.

2. Final Scour Analysis Report

Based upon written comments received in the Preliminary Engineering Phase, final scour analyses will be prepared. A Final Scour Analysis Report based on the approved structure type will be submitted along with all backup calculations for review by the Department. Any comments generated from that review will be addressed and the Final Scour Analysis Report will be resubmitted.

Results of the scour analyses will be used in the foundation stability analysis and geotechnical report.

3. Final Floodway/Floodplain Analysis and Report

Based upon written comments received in the Preliminary Engineering Phase, final floodway/floodplain analyses will be prepared. A Final Floodway/Floodplain Analysis Report based on the approved structure type will be submitted along with all modeling and backup calculations for review by the CTDOT. Any comments generated from that review will be addressed and the Final Floodway/Floodplain Analysis Report will be resubmitted.

D. UTILITY COORDINATION

Commence coordination with all affected utility companies at the Preliminary Design Phase with a 30% utility coordination meeting. Conduct an on-site Utility Coordination Meeting at the 70% Design Phase. Proposed utility moves should be finalized by 70% and 90% submission and should include any utility design required. Project information will be distributed to all utility companies affected by the proposed activities. A meeting with the utility companies will be held to ensure that the proposed improvements are understood and that relocated utilities are placed in appropriate locations. A report of meeting will be prepared. The respective private or public utility companies will be responsible for the design of the relocation of their facilities. The utility company's relocation plans will be reviewed and inserted into the final construction plans for informational purposes. Utility Work Schedules are to be submitted by the utility companies for incorporation into the contract documents. There are overhead utility wires and poles along the north side of the bridge.

TASK 6 - BIDDING PHASE SERVICES

Benesch will prepare final contract plans and specification documents for bidding purposes (CJM to compile); obtain State Wage Rates; prepare an invitation for bidding; assist the City in the process of answering contractor questions; and prepare and issue addenda as necessary to meet the bid receipt schedule during the bidding phase of the project.

Benesch will attend the Pre-Advertising Meeting with CTDOT/CJM/City to review procedures to be followed during the bidding phase.

Following receipt of bids, Benesch will review and summarize all bids submitted, assist the City in collecting and reviewing requisite pre-award documents from the apparent low bidder and provide a recommendation for award of contract. The bid review will consist of comparing the bids to the Engineer's estimate, making a time analysis of spending versus the engineers construction schedule and preparing a narrative on findings and opinion of the apparent low bid.

TASK 7 - DIRECT COST ITEMS

The Consultant will be compensated for the following items as a direct cost:

- Subsurface Exploration (Borings and Soil Testing)
- Traffic Counts
- Wetland Flagging
- FEMA Flood Insurance Study Data (Model)
- Mileage
- Mailings
- Reproduction Costs

REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS

During the construction phase, Benesch will perform reviews of shop drawings, working drawing submissions and other Contractor submittals required per the contract documents.

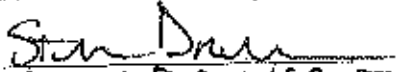
DESIGN SERVICES DURING CONSTRUCTION (DSDC)

During the construction phase, as authorized by the City and CTDOT, Benesch will respond to issues that develop during construction and prepare and provide any necessary documentation associated with the following activities:

- Requests for Information
- Requests for Changes
- Design Initiated Change Orders
- Field Observations
- Attendance at Meetings

ALFRED BENESCH & COMPANY, INC.

Submitted by:


STEVEN DRESCHEL, PE

Date: 6/27/19

CLOSE, JENSEN AND MILLER, P.C.

Concurred by:

Thomas J. Mangan Jr.

Thomas J. Mangan Jr., PE
1000 West Main Street, Suite 200
Norwalk, CT 06854
Tel: 203.841.1111
Fax: 203.841.1112
Email: tom@closejensen.com

Date: _____

CONNECTICUT DEPARTMENT OF TRANSPORTATION

Concurred by:

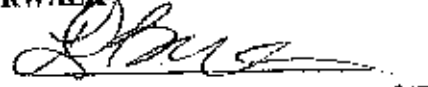
Marc Byrnes

Digitally signed by Marc Byrnes
DN: cn=Marc Byrnes, o=DOT, ou=DOT, email=marc@dot.state.ct.us
Date: 2019.06.28 14:04:00 -0400

Date: _____

CITY OF NORWALK

Approved by:


ELIZABETH O. AUKENI, PE
PRINCIPAL ENGINEER

Date: 6/28/19



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: 860-594-2188

November 29, 2018

Mr. Michael E. Collins
Assistant Controller
Alfred Benesch & Company
4660 S. Hagadorn Road, Suite 315
East Lansing, MI 48823

Dear Mr. Collins:

Subject: Indirect Cost Rates
For The Year Ended May 27, 2018

We have received a copy of the Iowa Department of Transportation's cognizant letter regarding the Indirect Cost Rates for the subject, which were prepared by FGMK, LLC, as performed in accordance with *Government Auditing Standards* for compliance with Part 31 of the Federal Acquisition Regulations (FARs).

The accepted FAR Indirect Cost Rates are as follows:

	<u>Combined</u>
Indirect Cost Rate	166.17%
Facilities Capital Cost of Money (FCCM)	<u>0.48%</u>

PREMIUM OVERTIME IS **NOT** ALLOWABLE AS A DIRECT COST ITEM; SEE LISTING OF DIRECT COSTS FOR DETAILS.

These rates are subject to adjustment upon receipt of additional information.

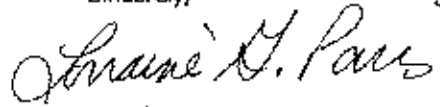
The above rates, subject to State policy regarding maximum reimbursement for burden, fringe, overhead, and profit as a percentage of payroll, as applicable, may be used for proposal preparation, for adjustment of invoices on cost plus contracts covering labor incurred during the subject period and as provisional overhead rates on current invoices until the rates applicable to the period are approved. Use of the FAR, 97-1 or EX.O.-33 rates are governed by individual contractual requirements.

In accordance with 23 CFR, Part 172.11(d), the Connecticut Department of Transportation as recipient or sub-recipient of Federal-aid highway funds, may share the audit information in complying with the State or sub-recipient's acceptance of a Consultant's overhead rates provided that the Consultant is given notice of each use and transfer.

The State of Connecticut, Department of Transportation's Consultant submission requirements and audit information can be found on the Internet on the External Audits Home page at <http://www.ct.gov/dot/site/default.asp> (ConnDOT Homepage - Doing Business with ConnDOT - "Consultant Resources" - Consultant Audit Information - Consultant Home Page). Future submissions can be emailed to DOT.ExternalAudits@ct.gov

Please contact this office if we can be of any further assistance.

Sincerely,

A handwritten signature in black ink, reading "Lorraine G. Paris". The signature is written in a cursive style with a large, looped initial "L".

Lorraine G. Paris
Office of External Audits
Bureau of Finance and Administration

lp

Cipriano, Monique

From: Hebert, Kathy
Sent: Wednesday, August 21, 2019 11:29 AM
To: Cipriano, Monique
Cc: Carr, Anthony; Casey, Jessica; Yeosock, Mike
Subject: RE: Public Works Agenda September 3 2019
Attachments: WEST AVE-CONNECTICUT AVE -INT_RAINBOW aerial draft 8.14.19.pdf

Hi Mo,

Thank you as always for the reminders! TMP has one item related to the Artistic Crosswalk Program.

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with the Lowest Responsible Bidder for Project No. TMP 2019-2, Artistic Crosswalk at West Avenue and Connecticut Avenue Intersection for a sum not to exceed \$. (bid opening 8/29/19 3 p.m.)

Account Number 09 20 4021 5777 C0648
 09 18 4021 5777 C0562

TMP developed a creative crosswalk program that encourages community organizations to install artistic crosswalks to promote neighborhood identity and tactical urbanism.

The Triangle (TCC) organization submitted an application for a Rainbow Crosswalk on West Avenue at the entrance to Mathews Park. This was approved by the Traffic Authority at their July meeting.

Mike will give you bid sheet after the bid opening on the 30th and then we can fill in the blanks. Attached is the rendering.

Let me know any questions.

Thank you.

Kathryn R. Hebert
Director Transportation Mobility Parking
President New England Parking Council



City of Norwalk, Connecticut
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125
203-854-7736 office
203-994-3408 mobile

<http://www.norwalkct.org/>
<http://www.norwalkpark.org>
<https://newenglandparkingcouncil.org/>

BID SHEET

PROJECT: TMP 2019-2

Artistic Crosswalk on West Avenue and Connecticut Avenue Intersection

DATE: Thursday, August 29, 2019

BIDDER

BID AMOUNT

Laydon Industries, LLC
51 Longhini Lane
New Haven, CT 06519

\$76,870.00



MEMORANDUM

TO: Anthony R. Carr, P.E. – Chief of Operations and Public Works

FROM: Mario Pizighelli, E.I.T. – Junior Engineer

CC: Lisa Burns, P.E. – Principal Engineer
Drew Berndlmaier, P.E. – Senior Civil Engineer

REF: Public Works Committee Agenda Item – Amendment to Project RD 2019-1 Concrete Curbs and Sidewalks at Various Locations

DATE: August 22, 2019

I would like to request that the following items be included on the agenda for the September 3, 2019 Public Works Committee meeting.

AUTHORIZATION:

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment between the City of Norwalk and Deering Construction, Inc., for Project RD 2019-1 Concrete Curbs and Sidewalks at Various Locations, for an amount not to exceed \$600,000.00.

Account Nos. 09 19 4021 5777 C0318
09 20 4021 5777 C0318
09 20 4021 5777 C0021

This is to add Cove Avenue and First Street to RD 2019-1 Concrete Curbs and Sidewalks at Various Locations Project. Scope of work will include the removal and replacement of the concrete curbs and sidewalks.

This is to add Cove Avenue (estimated \$350,000) and First Street (estimated \$250,000) to RD 2019-1 Concrete Curbs and Sidewalks at Various Locations Project. Scope of work will include the removal and replacement of the concrete curbs and sidewalks. Adding these roads will aid in improving proposed drainage designs for the area by setting new curb elevations.

1st Street

	Unit Price	Estimate	Cost	
Concrete Sidewalk (SF)	\$ 9.25	10000	\$ 92,500.00	\$236,734.55
Concrete Curbing (LF)	\$ 40.75	2440	\$ 99,430.00	
Concrete Driveway (SF)	\$ 10.65	4207	\$ 44,804.55	
ADA Ramps (SF)	\$ 25.00	0	\$ -	

Cove Avenue

	Unit Price	Estimate	Cost	
Concrete Sidewalk (SF)	\$ 9.25	16365	\$ 151,376.25	\$348,774.20
Concrete Curbing (LF)	\$ 40.75	3926	\$ 159,984.50	
Concrete Driveway (SF)	\$ 10.65	3513	\$ 37,413.45	
ADA Ramps (SF)	\$ 25.00	0	\$ -	

Estimate	\$585,508.75
Contingency	\$14,491.25
Total	\$600,000.00

BID SHEET

PROJECT: 3936

Transportation, Mobility, and Parking (TMP) On-call Traffic Signal
Emergency Services

DATE: Tuesday, August 27, 2019

BIDDER

BID AMOUNT

The NY-CONN Corporation
5 Shelter Rock Road
Danbury, CT 06810

\$34,740.00

JAP Electric LLC
48 Red Glen Road
Middletown, CT 06457

\$38,190.00



MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations and Public Works

FROM: Drew Berndlmaier, P.E. – Senior Engineer

CC: Elisabeth Burns, P.E. – Principal Engineer
Darin Callahan, Esq – Assistant Corporation Counsel

REF: Public Works Committee Agenda Items

DATE: August 30, 2019

I would like to request that the following items be included on the agenda for the September 3, 2019 Public Works Committee meeting.

AUTHORIZATION:

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Priority Landscaping, LLC. for Removal & Disposal of Deposited Sediment Within the Watercourse (Project DPW 2019-1) for an amount not to exceed \$389,950.

Account #'s:

09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 18 4027 5777 C0440
09 19 4027 5777 C0425

2. Authorize the Chief of Operation and Public Works to execute orders on Contract with Priority Landscaping, LLC. for Project DPW 2019-1, Removal & Disposal of Deposited Sediment Within the Watercourse, for a sum not to exceed \$38,995.

Account #'s:

09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 18 4027 5777 C0440
09 19 4027 5777 C0425

3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and several owners abutting several watercourses, slated for maintenance, under Project DPW 2019-1, Removal & Disposal

of Deposited Sediment Within the Watercourse, to establish a Right of Entry, subject to Section 8-24 of the State statutes, if required.

In order to effectively access and maintain the proposed watercourses (Friendly Pond Area, Lloyd Road Area, Hunter's Lane Area, Kellee Drive Area and June Avenue Area), construction access points need to be established, for equipment to get in and out and trucks to be loaded. All impacted properties will be restored back to their original or better condition.

Project Number: DPW2019-1

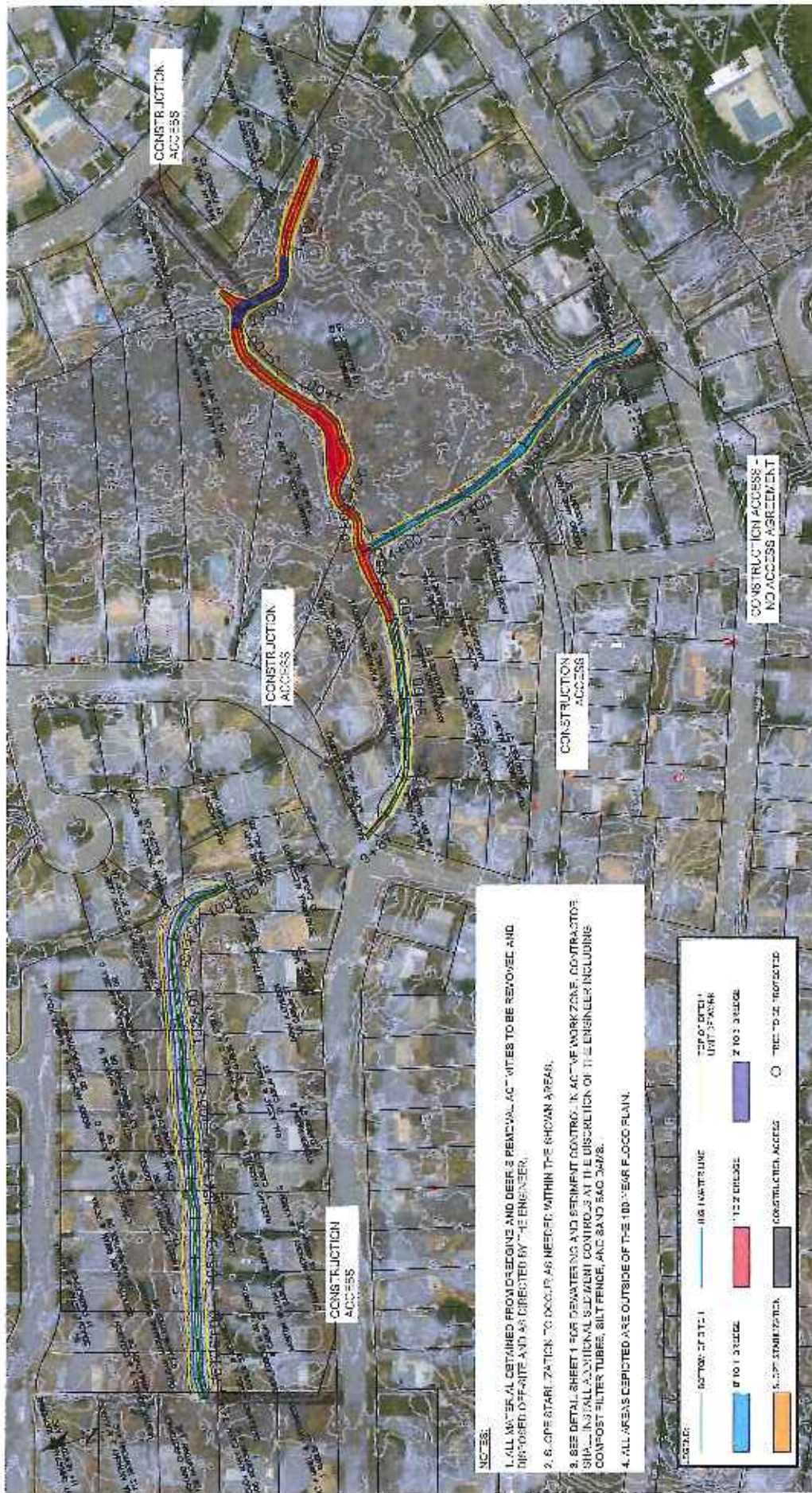
Project Name: REMOVAL & DISPOSAL OF DEPOSITED SEDIMENT WITHIN THE WATERCOURSE

Item Number	Description	Quantity	Unit	Apparent Low Bidder			Second Bidder			Third Bidder			Engineer's Estimate	
				Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
020102 A	CLEARING AND GRUBBING	1.00	ALLOW	\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00
0202252	REMOVAL AND DISPOSAL OF SEDIMENT WITHIN THE WATERCOURSE- HAND DIGGING (INCL MECHANIZED BARGE)	150.00	CY	\$200.00	\$30,000.00		\$645.00	\$96,750.00		\$450.00	\$67,500.00		\$150.00	\$22,500.00
0202263	REMOVAL AND DISPOSAL OF SEDIMENT WITHIN THE WATERCOURSE- SMALL MACHINE (12,000 LBS OR LESS)	2000.00	CY	\$55.00	\$110,000.00		\$270.00	\$540,000.00		\$250.00	\$500,000.00		\$80.00	\$160,000.00
0202264	REMOVAL AND DISPOSAL OF SEDIMENT WITHIN THE WATERCOURSE- HEAVY MACHINE (>12,000 LBS)	1000.00	CY	\$35.00	\$35,000.00		\$210.00	\$210,000.00		\$350.00	\$350,000.00		\$35.00	\$35,000.00
020451 A	WATER HANDLING	1.00	ALLOW	\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00
0210820	WATER POLLUTION CONTROL	1.00	ALLOW	\$30,000.00	\$30,000.00		\$30,000.00	\$30,000.00		\$30,000.00	\$30,000.00		\$30,000.00	\$30,000.00
C948438	SIDE SLOPE STABILIZATION	15000.00	SF	\$1.15	\$14,950.00		\$1.50	\$19,500.00		\$8.00	\$104,000.00		\$2.00	\$26,000.00
C970004	TRAFFICPERSON	1.00	ALLOW	\$10,000.00	\$10,000.00		\$10,000.00	\$10,000.00		\$10,000.00	\$10,000.00		\$10,000.00	\$10,000.00
0971002	MAINTENANCE AND PROTECTION OF TRAFFIC	5.00	EA	\$500.00	\$2,500.00		\$2,000.00	\$10,000.00		\$2,500.00	\$12,500.00		\$1,000.00	\$5,000.00
0975005	MOBILIZATION (MAX 3% OF BID)	5.00	EA	\$1,500.00	\$7,500.00		\$15,000.00	\$75,000.00		\$5,000.00	\$25,000.00		\$500.00	\$2,500.00
					\$389,950.00			\$1,141,250.00			\$1,249,000.00			\$441,000.00

Apparent Low Bidder = Priority Landscaping, LLC Brookfield, CT

Second Bidder = SumCo Eco-Contracting, LLC Peabody, MA

MacVac Environmental Services, Inc. New Haven, CT



PROPOSED CONDITIONS - FRIENDLY ROAD DRAINAGE CHANNEL
SCALE = 1" = 120'

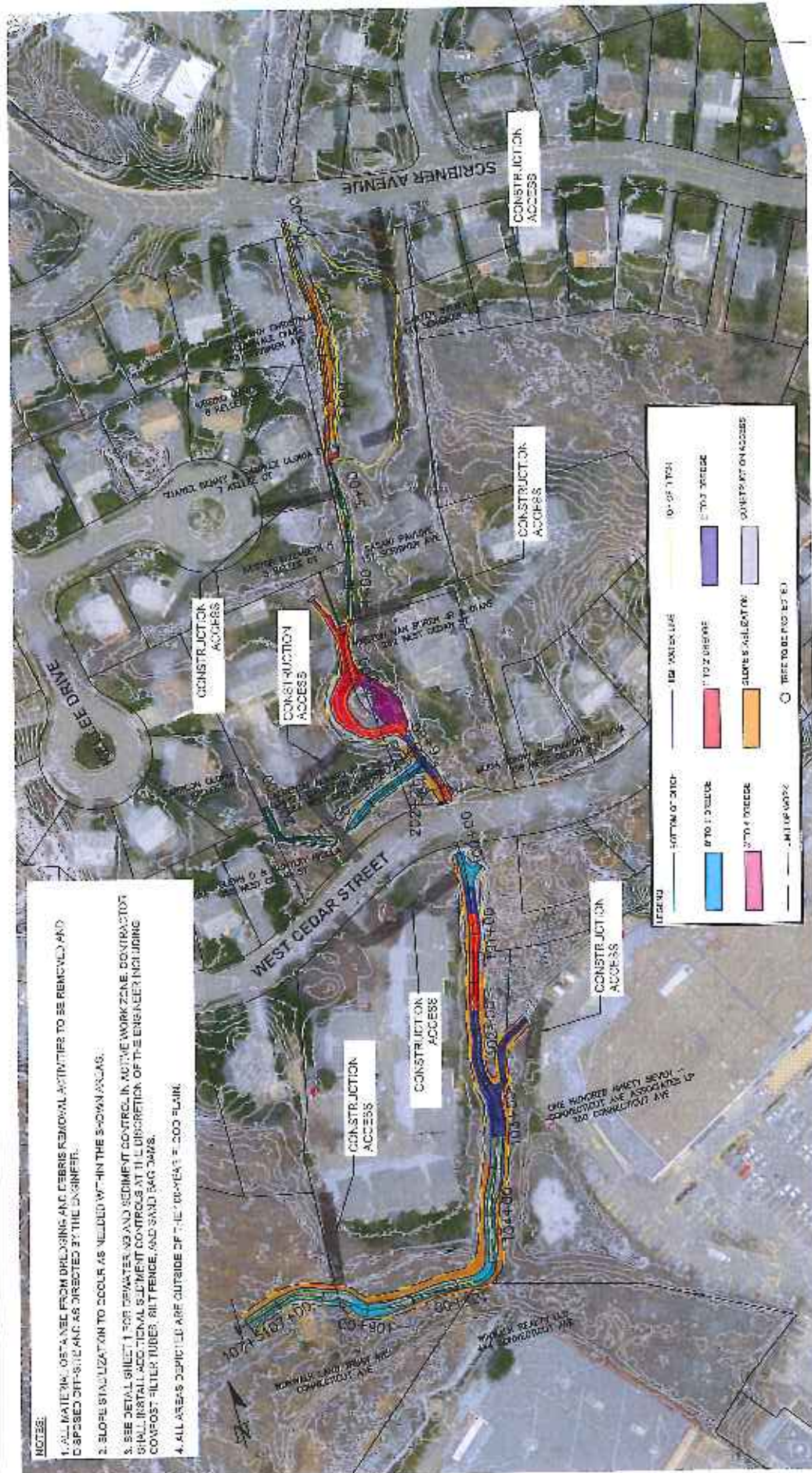
DATE: Apr 25, 2019

**DRAINAGE INFRASTRUCTURE INSPECTION
AND PROPOSED REPAIRS
NORWALK, CONNECTICUT**

FRIENDLY ROAD
SHEET 5 OF 5

NOTES:

1. ALL MATERIAL OBTAINED FROM DRILLING AND CEBRIS REMOVAL ACTIVITIES TO BE REMOVED AND DISPOSED OFF-SITE AND AS DIRECTED BY THE ENGINEER.
2. SLOPE STABILIZATION TO OCCUR AS NEEDED WITHIN THE SHOWN AREAS.
3. SEE DETAIL SHEET 1 FOR PUMPING AND SEDIMENT CONTROL IN ACTIVE WORK ZONE. CONTRACTOR SHALL INSTALL ADDITIONAL SEDIMENT CONTROLS AT THE DISCRETION OF THE ENGINEER INCLUDING CONFOST FILTER TUBES, Silt Fence, AND SAND BAG BAYS.
4. ALL AREAS DEPICTED ARE OUTSIDE OF THE 100-YEAR 200-PLANE.



PROPOSED CONDITIONS - KELLEE DRIVE DRAINAGE CHANNEL
SCALE: 1" = 100'

**DRAINAGE INFRASTRUCTURE INSPECTION
AND PROPOSED REPAIRS
NORWALK, CONNECTICUT**

DATE:
April 29, 2019



ch2m

**KELLEE DRIVE
SHEET 3 OF 3**



CONSTRUCTION ACCESS - JUNE AVENUE DRAINAGE CHANNEL SCALE: 1" = 60'



DATE:
April 28, 2019

DRAINAGE INFRASTRUCTURE INSPECTION
AND PROPOSED REPAIRS
NORWALK, CONNECTICUT

JUNE AVENUE
SHEET 2 OF 2

ch2m

July 23, 2019

**Norwalk Purchasing Department
Response Summary Project # 3931
DPW Fuel Tank Replacement Project**

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

	Vendors	Total Lump Sum Price
1.	American Petroleum Equipment and Construction Company, Inc	\$338,051.99
2.	ETT Environmental Services Inc.	\$284,900.00
3.	Cisco LLC	\$342,260.00
4.	Metro Environmental Services, LLC	\$312,300.00
5.	SRS Petroleum Services	\$287,000.00
6.	Allstate Power Vac, Inc. dba ACV Enviro APV	\$360,000.00

VII.C

USE AND SALE OF POLYSTYRENE PRODUCTS

§ ____ -1. - Purpose.

The purpose of this article is to preserve and protect the environment in the City of Norwalk by prohibiting the sale, provision, or distribution of Polystyrene products by Food Packagers and Retail Establishments.

§ ____ -2. - Definitions.

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

FOOD PACKAGER

Any person, corporation, partnership, business, or other organization or group, however organized, that places meat, eggs, bakery products, or other food in packaging materials for the purpose of retail sale of those products.

PREPARED FOOD

Means any food or beverage served or sold at a Retail Establishment, either for consumption on the premises or for takeout, that has been prepared at the Retail Establishment's location or elsewhere by cooking, chopping, slicing, mixing, brewing, freezing, squeezing, or other food preparation technique. The term includes leftovers from partially consumed Prepared Food.

POLYSTYRENE

Means and includes blown polystyrene and expanded and extruded foams (sometimes referred to as Styrofoam, a Dow Chemical Company trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blow molding (extruded foam polystyrene).

POLYSTYRENE FOOD SERVICE PRODUCT

Means any product made in whole or in part of Polystyrene and used in the restaurant or food service industry for serving or transporting Prepared Food. The term includes, by way of example and not limitation, cups, bowls, lids, sleeves, utensils, plates, trays, hinged or lidded containers (clamshells), coolers, and egg cartons.

POLYSTYRENE LOOSE FILL PACKAGING

Commonly known as packing peanuts, means a void-filling packaging product made of Polystyrene that is used as packaging fill.

RETAIL ESTABLISHMENT

Any person, corporation, partnership, business, or other organization or group, however organized, that transfers merchandise, goods, or materials, including, without limitation, clothing, food, or personal items of any kind, directly to a consumer in exchange for payment. The term includes, by way of example and not limitation, any grocery store, grocery delivery service, department store, clothing store, hardware store, hospital, pharmacy, liquor store, restaurant, delicatessen, convenience store, caterer, food truck, sidewalk vendor, farmers' market, flea market, and any other retail store or vendor. The term shall not include the sale of goods at yard sales, tag sales, or other sales by residents at their home.

§ ____ -3. – Prohibitions

- A. No Retail Establishment located in the City of Norwalk shall serve, sell, distribute, or provide Prepared Food in or on a Polystyrene Food Service Product.
- B. No Food Packager located in the City of Norwalk shall package meat, eggs, bakery products, or other food in or on a Polystyrene Food Service Product.
- C. No Retail Establishment located in the City of Norwalk shall sell, offer for sale, distribute, or provide Polystyrene Food Service Products or Polystyrene Loose Fill Packaging.
- D. The City of Norwalk shall not use or provide Polystyrene Food Service Products or Polystyrene Loose Fill Packaging at any City facility or City-sponsored event.
- E. No City of Norwalk department or facility shall purchase or acquire Polystyrene Food Service Products or Polystyrene Loose Fill Packaging.
- F. All parties who contract with the City of Norwalk shall be prohibited from using Polystyrene Food Service Products or Polystyrene Loose Fill Packaging in City facilities or on City-funded projects within the City.

§ ____ -4. – Exceptions.

- A. The prohibition set forth in Section 3 of this article shall not apply to:
 - 1. Polystyrene Food Service Products used for prepackaged food that have been filled and sealed prior to receipt by the Retail Establishment;
 - 2. Polystyrene Food Service Products used to contain or store raw meat or seafood sold from a butcher case or similar retail appliance; or
 - 3. Polystyrene coolers and ice chests, provided that such Polystyrene is fully encased in another material.

- B. The prohibitions set forth in Section 3 of this article shall not apply to the extent it would violate the laws of the United States or the State of Connecticut.

§ ____ -5. – **Enforcement and penalties for violation.**

- A. This article shall be enforced by the Code Enforcement Office or its designee.
- B. Upon determination that a violation has occurred, the Food Packager or Retail Establishment, as the case may be, shall be liable for the following:
1. Upon the initial violation, written warning notice that a violation has occurred shall be issued. No penalty shall be imposed for the initial violation;
 2. For the second violation, a penalty of one hundred fifty dollars (\$150.00); and
 3. For the third and each subsequent violation, a penalty of two hundred fifty dollars (\$250.00).
- C. No more than one penalty shall be imposed upon a single Food Packager or Retail Establishment in one 24 hour period.

§ ____ -6. – **Severability.**

If any section, clause, sentence or provision of this article shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision hereof, and the applicability thereof to other persons or circumstances shall not be affected thereby.

§ ____ -7. **Effective date.**

This article shall become effective six months following its adoption by the Common Council.

Chapter 32. Code of Ethics

§ 32-3. Definitions.

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

AGENCY

A board, agency, commission, department or other entity of the City, including but not limited to the Common Council, Board of Education and the Norwalk Public School System.

CLEAR AND CONVINCING EVIDENCE

Sufficient evidence to support the allegation that the Respondent has violated the Code of Ethics, when such evidence is considered fairly and impartially, and induces a reasonable belief in the minds of the Hearing Board members that the allegations are true. Such evidence must indicate to the ethics Hearing Board members that the probability that the Respondent has committed the alleged violation is substantially greater than the probability he or she has not.

EMPLOYEE

An Individual employed by the City or any of its agencies, whether as a classified Employee, unclassified, permanent or temporary, full-time or part-time Employee or Individual employed by contract on a continuing basis, and all Employees of the Norwalk Public School System.

FINANCIAL BENEFIT

Financial benefit means any direct monetary gain or direct monetary loss that would substantially conflict with the proper discharge of the Officer or Employee's duties or employment in the public interest and of the Officer or Employee's responsibilities as prescribed by the laws of this state and city. Any such Officer or Employee does not have a benefit that is in substantial conflict with the proper discharge of the Officer or Employee's duties in the public interest and of the Officer or Employee's responsibilities as prescribed by the laws of this state and city, if any benefit or detriment accrues to the Officer or Employee, the Officer or Employee's Immediate Family, or a business with which the Officer or Employee or his or her Immediate Family is associated as a member of a profession, occupation, group or member of the general public to no greater extent than to any other member of such profession, occupation, group or member of the general public.

HEARING BOARD

Shall be comprised of three members of the Board of Ethics or, in the event of a conflict or vacancy, one or more of the alternates to the Board of Ethics who shall be appointed by a majority vote of the Board of Ethics. In the event the Board of Ethics members have a conflict or an interest in the complaint at issue, the Common Council, by majority vote, may appoint one or more City officials, who are electors of the City of Norwalk, to serve on a

Hearing Board for that particular complaint. Once impaneled, the Hearing Board shall continue to serve until it completes the hearing process specified in this Code of Ethics. No more than two members of a Hearing Board shall be registered members of the same political party. The Hearing Board shall be permitted to hold a public hearing(s) and to determine whether there is Clear And Convincing Evidence that the Respondent has violated the Code of Ethics.

IMMEDIATE FAMILY

A Person having legal residence or living in an Officers or Employee's place of residence ("household member") or, in addition to any other definition, any Person who is related to an Officer or Employee, whether by blood, marriage or adoption, including but not limited to, a spouse, child, grandchild, brother, sister, in-law, parent or grandparent, stepparents and stepchildren, or Persons who reside in the same household.

INDIVIDUAL

A natural person.

INVESTIGATING PANEL

Shall consist of three Individual electors, from the City of Norwalk, each of who shall be appointed by the Board of Ethics to investigate an ethics complaint and to determine whether there is Probable Cause to proceed to a public hearing on such a complaint. No two members of an Investigating Panel shall be registered members of the same political party, and the Investigating Panel shall include an unaffiliated voter.

OFFICER

An Individual elected or appointed to an Agency, including but not limited to ad hoc or advisory committee members.

ORDINANCE LIST EMPLOYEE

Non-union Employees, including management and confidential Employees.

PERSON

Includes associations, firms, partnerships and bodies politic and corporate, as well as Individuals.

PROBABLE CAUSE

A state of facts, which constitutes more than a mere suspicion and establishing that a state of facts is more likely than not to have occurred. To establish Probable Cause there must be facts and circumstances within the Investigating Panel members' knowledge, based upon trustworthy information, sufficient to justify the belief of a reasonable Person that a violation of the Code of Ethics has occurred. The Investigating Panel shall be guided by established law in the State of Connecticut in making a determination of what constitutes Probable Cause.

YEAR

Year shall mean the municipal fiscal year as established by the Connecticut General Statutes.

**Norwalk Police Department
Administration**

Memo

To: Common Council Members

From: Deputy Chief Susan Zecca

Date: August 6, 2019

Re: 2019 Port Security Authorization

I have attached the Norwalk Police Department's, 2019 Department of Homeland Security, Federal Emergency Management Agency, Port Security Grant Program Investment Justification for your review. Funding for new electronic navigations systems would come from the grant and asset forfeiture funds. The funding would provide 75 % of the cost of the equipment and asset forfeiture funds will be used for the remaining 25%. I am requesting the following authorization:

Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Department of Homeland Security, Federal Emergency Management Agency under the 2019 Port Security Grant Program, in the amount of \$42,973.75.

Authorize the Police Chief, Thomas Kulhawik to execute any and all agreements, documents, instruments and amendments as may be necessary to implement all programs through the 2019 Port Security Grant Program pursuant to said funding. Accounts TBD and 030000 2660.

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

SENSITIVE
SECURITY
INFORMATION

OMB Control Number: 1660-0114
Expiration: 05/31/2020

PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION

Warning: Please follow the Notice of Funding Opportunity Guidance while completing this form.

PART I - INVESTMENT HEADING

ORGANIZATION NAME (Legal Name Listed On The SF-424): City of Norwalk		STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED: Connecticut	
TYPE OF ORGANIZATION: Local Agency	STATE OR LOCAL AGENCY: First Responder - Law Enforcement	OTHER:	
PROJECT'S CAPTAIN OF THE PORT ZONE: Long Island Sound	INVESTMENT JUSTIFICATIONS (Ex. 1 of 1): 3 of 3		

PART II - BASIC PROJECT INFORMATION

PROJECT TITLE: Raymarine Multi-functional Display Technology		
PROJECT SERVICE(S)/EQUIPMENT SUMMARY:		
IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?		
IF YES, IDENTIFY THE COST SHARE EXEMPTION:		
FEDERAL SHARE: \$32230.31	COST SHARE: \$10743.44	TOTAL PROJECT COST: \$42973.75
(Total Project Cost x 0.75)	(Total Project Cost x 0.25)	(Fed Share/0.75; or Cost Share/0.25)
PROJECT CATEGORY: Equipment	NEW CAPABILITY OR MANAGEMENT/SUSTAINMENT: Maintenance/Sustainment	

PART III - ELIGIBILITY INFORMATION

PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107

WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?:	AREA MARITIME SECURITY PLAN: ☒	FACILITY SECURITY PLAN: ☐
	PORT-WIDE RISK MANAGEMENT PLAN: ☒	VESSEL SECURITY PLAN: ☐
IF NONE OF THE ABOVE ARE APPLICABLE, PLEASE LIST OTHER PORT RELATED SECURITY PLANS OR CIRCUMSTANCES THAT APPLY TO THIS PROJECT AND YOUR ORGANIZATION:		☒ N/A
ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?	Yes	IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM? No
IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION? No	IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE: ☒ N/A	
IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION? No		
IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT (MTSA) OF 2002, AS AMENDED?		No
STATE AND LOCAL AGENCIES ONLY - IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?		No
STATE AND LOCAL AGENCIES ONLY - ARE YOU THE PRIMARY RESPONDING AGENCY TO MTSA REGULATED FACILITY?		No

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

SENSITIVE SECURITY INFORMATION

PART IV - POINT(S) OF CONTACT FOR ORGANIZATION			
SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AWARD AGREEMENT		AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT	
NAME:	Harry W. Rilling	NAME:	Peter R. Lapak
ORGANIZATION:	City of Norwalk	ORGANIZATION:	Norwalk Police Department
ADDRESS:	125 East Avenue Norwalk, CT 06851	ADDRESS:	1 Monroe Street Norwalk, CT 06854
PHONE:	203-854-7701	PHONE:	203-854-3077
E-MAIL:	HRilling@norwalkct.org	E-MAIL:	PLapak@norwalkct.org
PART V - PHYSICAL LOCATION OF PROJECT			
The intent of this section is to verify the primary location the project is being implemented to address the PSGP and port area priorities. The applicant's primary area of responsibility for utilizing the project should be identified. This includes training, exercises, interoperable systems, vessel equipment and regionally beneficial projects. Secondary areas of responsibility are not considered the project location. Please identify the location from which the project will be implemented/deployed (the applicant facility address), such as fire or police departments or MTSA regulated facility.			
PHYSICAL ADDRESS OF THE PROJECT LOCATION:		BRIEF DESCRIPTION OF THE PROJECT LOCATION:	
Street Address: 1 Monroe Street		The requested Raymarine multi-functional display will meet STEDS SBU encryption standards using the Lighthouse III First Responder version of software. This will allow USCG Command Centers and vessels to send texts, Targets of Interest (TOIs) and Search and Rescue patterns to two vessels operated by the Norwalk Police Marine Unit.	
City: Norwalk			
State: CT	Zip Code: 06854		
LATITUDE & LONGITUDE: 41°05'48.2"N 73°25'20.3"W			
STATE AND LOCAL AGENCIES ONLY - RULE IN PROVIDING LAYERED PROTECTION OF REGULATED ENTITIES			
DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION. The City of Norwalk, located on the coastline of Long Island Sound, approximately eight miles west of Bridgeport and approximately 40 miles from New York Harbor, is the application. Norwalk, a city of approximately 90,000, is an integral part of a major transportation corridor running from New York state line to the New England ports of Stamford, Norwalk, and Bridgeport, containing approximately 30 miles of Interstate 95, the Metro-North/Amtrak Rail Lines into Manhattan, and interstate shipping. Metro-North and I-95 bridges are located in Norwalk. King Industries, a major chemical plant, is located in Norwalk Harbor, and was previously identified as a site eligible for the Buffer Zone Protection Program. An attack on their hazardous material tank farm would create an environmental catastrophe of huge proportions, paralyzing Southwestern Connecticut's transportation infrastructure. Manresa Power Plant still has a sub-station with under-Sound cables that reach Long Island. The Norwalk Harbor constitutes 47 square miles of Long Island Sound, and 21 miles of shoreline. This includes Wilson Cove and nearly all of the navigable water of the Five Mile River in Rowayton, bordering on the Town of Darien, CT. The Norwalk Islands, or Norwalk Archipelago, are a series of approximately 15 islands that fall without the City's area of responsibilities. The Norwalk Harbor is a mixed-use waterway combining commercial and recreational vessel use. There are over 12 marinas with slips for several hundred vessels. Other various groups, organizations, and companies utilize Norwalk waters, including but not limited to The Maritime Aquarium at Norwalk, five collegiate rowing clubs with memberships of approximately 500, King Industries chemical plant, and Eversource Energy Gas Division. In addition, Norwalk Harbor is home to thriving recreational and shellfish industries, and is one of the largest recreational boating centers on Long Island Sound. Norwalk is home to one of the largest commercial oyster industries in the world. Infrastructure that is vital to the economy of Fairfield County and the State of Connecticut spans the Norwalk River via the Metro-North New Haven Railroad Bridge, the Route 136 State Highway Bridge and the New England Thruway Bridge for Interstate 95 - all crossing the Norwalk River inner channel to the Harbor. In addition, telephone and electric utility cables are under this portion of the Harbor. The Norwalk Police Marine Division is staffed year-round. Two police patrol vessels are maintained in the water beyond what adjacent jurisdiction recognize as the "boating season" up to and including the winter months. This is a period where response capabilities of emergency personnel and public safety vehicles is greatly diminished. The Norwalk Police Marine Unit coordinated with other region assets for services incl			
WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.			

SENSITIVE SECURITY INFORMATION

HART VI - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION (e.g., interrelationship of your operations with other eligible high-risk ports, Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA), Etc.). **PLEASE LIST ALL AGENCIES WITH WHOM YOU HAVE A MARITIME SECURITY MOU OR MOA.**

The requested electronics are to replace the existing obsolete Raymarine and Garmin Chart plotters and navigation systems onboard the primary vessel platforms. The Sensitive But Unclassified (SBU) Tactical Information Exchange and Display System (STEDS) encryption capabilities using Lighthouse III will allow U.S. Coast Guard (USCG) Command Centers and vessels to send texts, Targets of Interest (TOIs), and search and rescue patterns. The equipment will be installed on a rapid-response, high-speed RHIB and on an aluminum hull diesel patrol boat. The patrol boat has increased range and all-weather capability to stay on station for extended periods of time. The Raymarine Lighthouse III systems will enhance our vessel's interoperability with the USCG assets and adjacent public safety assets.

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 16 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 16 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 16 and 1520.

SENSITIVE SECURITY INFORMATION

PART VII - INVESTMENT JUSTIFICATION ABSTRACT

WHAT WILL THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, contracts, fencing, etc.)?

Vessel electronics inclusive of navigation and communication systems

ARE ANY PROJECT ITEMS ON THE CONTROLLED EQUIPMENT LIST

(please reference **FEMA Information Bulletin 407**):

No

IF YES, PLEASE PROVIDE THE AUTHORIZED EQUIPMENT LIST (AEL) NUMBER(S) FOR

CONTROLLED EQUIPMENT:

SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
- IDENTIFY ASSETS BEING REQUESTED
- IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST

The Norwalk Marine Police Unit is an active member of the USCG Region #1. The unit interoperates with adjacent Law Enforcement and Fire marine agencies inclusive of the North Shore of Suffolk and Nassau Counties, Long Island, NY. To sustain and greatly enhance this interoperability, the Norwalk Marine Police Unit needs to replace its obsolete navigation systems. The Raymarine Multi-functional Display (MFD) will meet the STEDS SBU encryption standards using Lighthouse III first responder's version. This capability will allow USCG Command Centers and vessels to send texts, Targets of Interest (TOI) and search and rescue patterns via the regular non-encrypted Automated Identification System (AIS) to the unit for both search and rescue and law enforcement marine missions. To support the U.S. Coast Guard's search and rescue mission and for the Norwalk Marine Police Unit's role in mass rescue operations related to potential Marine Transport System Security Incidents, the Raymarine Lighthouse operating system offers pre-programmed search and rescue (SAR) patterns, allowing the USCG to more effectively execute coordinated multi-vessel SAR operations. The Lighthouse system also features a advanced graphical target intercept tools and encrypted communications designed to increase safety, ensure situational awareness, and enhance mission success rates.

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SENSITIVE SECURITY INFORMATION

PART VIII - NATIONAL PRIORITIES

IDENTIFY ONE NATIONAL PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS:

Enhancing IED and CBRNE Prevention, Protection, Response and Supporting Recovery Capabilities

DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

THE FOLLOWING MUST BE INCLUDED:

- HOW THIS INVESTMENT ADDRESSES VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S).

The equipment replacement is critical to the operations of the Norwalk Marine Police Unit so that it can continue to provide prevention, resilience, and recovery as well as Mutual Aid throughout the Region, and to maintain its MARSEC Police capabilities. Norwalk is an integral part of a densely populated urban transportation corridor running from the New York State Line to the New England Ports of Stamford, Norwalk, and Bridgeport, containing approximately 30 miles of Interstate 95, the Metro-North/Amtrak rail lines into Manhattan, and interstate shipping. Metro-North and I-95 have bridges that span the Norwalk Harbor. King Industries, a major chemical plant, is located in Norwalk Harbor. It was previously identified as a site eligible for the Buffer Zone Protection Plan. An attack on their hazardous material tank farm would create an environmental disaster of huge proportions, paralyzing Southwestern Connecticut's transportation infrastructure. Norwalk is home to thriving commercial and recreation shellfishing and is the largest recreational boating harbor on Long Island Sound. The Norwalk Police Boats regularly patrol the coastline, maintain surveillance and provide protection for these critical facilities and resources. Norwalk is a key link in the continuity of protection along the Southwestern Connecticut coastline.

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SENSITIVE SECURITY INFORMATION

PART IX - NATIONAL PREPAREDNESS GOAL

IDENTIFY ONE CORE CAPABILITY THIS INVESTMENT MOST CLOSELY SUPPORTS:

Intelligence and Information Sharing

PART X - IMPLEMENTATION PLAN

PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)

1. Finalize grant contract with FEMA by September 1, 2019
2. Request bids from potential vendors by September 30, 2019
3. Bids evaluated and vendor chosen by October 31, 2019
4. Equipment purchased by December 31, 2019
5. Training begins January 2020 and is ongoing
6. Provide reports as required by FEMA - ongoing

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FY 2019 PSGP Sample Budget Detail Worksheet

A. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

Budget Narrative: The requested Raymarine multi-functional display will meet STEDS SBU encryption standards using the Lighthouse III First Responder version of software. This will allow USCG Command Centers and vessels to send texts, Targets of Interest (TOIs) and Search and Rescue patterns to two vessels operated by the Norwalk Police Marine Unit.

Budget Summary - When the budget detail worksheet has been completed, applicants should transfer the total for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Amount	Non-Federal Amount
A. Personnel		
B. Fringe Benefits		
C. Travel		
D. Equipment	\$32,230.31	\$10,743.44
E. Supplies		
F. Consultants/Contracts		
G. Other		
H. Indirect Costs		

Total Requested Federal Amount	Total Non-Federal Amount
\$32,230.31	\$10,743.44
Combined Total Project Costs	
\$42,973.75	

AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and Na	3999.99
AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and Li	3849.99
Pack of RV-220 RealVision 3D Bronze Through Hull Transducers, Port and Starboard 2f	1499.99
B75H Bronze Low Profile D/T Through Hull Transducer 20° Angle (600W)	699.99
Single B75/B175 Operation Cable	49.99
Raystar 150 10Hz GPS/Glonass antenna (STng)	299.99
4kW 24" (608mm) HD Color Radome no Cable	2449.99
M62SS Stabilized Thermal Camera (640 x 480, NTSC, 30Hz) with JCU	14695
5m Digital Radar Cable with Raynet Connector	119.99
Evolution EV1 Sensor Core	599.99
STNG Starter Kit (1xA06064, 2xA06031, 1xA06040, 1xA06049)	99.99
5 Way Connector	29.99
Backbone Cable 1m	29.99
HS-5 Network Switch (Raynet)	269.99
Total	28694.87

AXIOM Pro 9 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and Ligi	2549.99
AXIOM Pro 9 RVX Multifunction Display with RealVision 3D, 1kW CHIRP Sonar and Na	2699.99
Quantum 2 Q24D Doppler 18" Radar with 10m Power and Data Cable	1949.99
Pack of RV-220 RealVision 3D Bronze Through Hull Transducers, Port and Starboard 2f	1499.99
M232 Pan and Tilt Thermal Camera (9Hz, IP Video Output)	3499
B75H Bronze Low Profile D/T Through Hull Transducer 20° Angle (600W)	699.99
Single B75/B175 Operation Cable	49.99
Raystar 150 10Hz GPS/Glonass antenna (STng)	299.99
Evolution EV1 Sensor Core	599.99
STNG Starter Kit (1xA06064, 2xA06031, 1xA06040, 1xA06049)	99.99
5 Way Connector	29.99
Backbone Cable 1m	29.99
HS-5 Network Switch (Raynet)	269.99
Total	14278.88

*\$42,973.75



FEMA

**Grant Programs Directorate
Information Bulletin No. 443
August 2, 2019**

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Area Security Initiative Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Eligible Regional Transit Agencies
All Private Sector Transportation Security Partners
All Public and Private Sector Port Security Partners
All Tribal Nation Points of Contact

FROM: Bridget Bean *Bridget Bean*
Acting Assistant Administrator for Grant Programs
Grant Programs Directorate

SUBJECT: Fiscal Year 2019 Preparedness Grant Programs
Final Allocation Announcement

Today, the Federal Emergency Management Agency (FEMA), a component of the Department of Homeland Security (DHS), is announcing the final awards and allocations under the Fiscal Year (FY) 2019 preparedness grant programs. These are:

- Homeland Security Grant Program (HSGP)
 - State Homeland Security Program¹
 - Urban Area Security Initiative¹
 - Operation Stonegarden
- Emergency Management Performance Grant (EMPG) Program¹
- Tribal Homeland Security Grant Program (THSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- Transit Security Grant Program (TSGP)
- Intercity Passenger Rail (IPR) Program -- Amtrak¹
- Intercity Bus Security Grant Program (IBSGP)

¹ Grant allocations for these programs were announced on April 12, 2019 as part of the Notice of Funding Opportunity release as well as the Grant Programs Directorate Information Bulletin #440.

FY 2019 Tribal Homeland Security Grant Program (THSGP)

The THSGP provides \$10,000,000 to directly eligible tribes to support the building, sustainment, and delivery of core capabilities to enable tribes to strengthen their capacity to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks.

FY 2019 Nonprofit Security Grant Program (NSGP)

In FY 2019, the Nonprofit Security Grant Program provides \$60,000,000 in funding support for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of a terrorist attack. Of this amount, \$50,000,000 in funding was available to nonprofit organizations located within one of the specific UASI-designated high-risk urban areas. In FY 2019, additional, separate funding in the amount of \$10,000,000 has also been appropriated for nonprofit organizations located outside of FY 2019 UASI-designated high-risk urban areas. The intent of the FY 2019 NSGP is to competitively award grant funding to assist nonprofit organizations in obtaining the resources required to support and integrate the preparedness activities of nonprofit organizations that are at high risk of a terrorist attack with broader state and local preparedness efforts. The program seeks to integrate nonprofit preparedness activities with broader state and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as state and local government agencies. The Nonprofit Security Grant Program is a competitive grant program.

FY 2019 Port Security Grant Program (PSGP)

The PSGP provides \$100,000,000 for transportation infrastructure security activities to implement Area Maritime Transportation Security Plans (AMSPs) and facility security plans among port authorities, facility operators, and state and local government agencies required to provide port security services. The purpose of the FY 2019 PSGP is to competitively award grant funding to support increased port-wide risk management; enhance domain awareness; conduct training and exercises; expand port recovery and resiliency capabilities; further capabilities to prevent, detect, respond to, and recover from attacks involving improvised explosive devices and other non-conventional weapons.

FY 2019 Transit Security Grant Program (TSGP)

The TSGP provides \$88,000,000 to support transportation infrastructure security activities. The TSGP provides funds to eligible publicly owned operators of public transportation (which includes intra-city bus, commuter bus, ferries, and all forms of passenger rail) to protect critical surface transportation infrastructure and the traveling public from acts of terrorism, and to increase the resilience of transit infrastructure.

FY 2019 Intercity Passenger Rail (IPR) Program – Amtrak

In FY 2019, the IPR Program provides \$10,000,000 to the National Passenger Railroad Corporation (Amtrak) to protect critical surface transportation infrastructure and the traveling public from acts of terrorism, and to increase the resilience of the Amtrak rail system.

FY 2019 Port Security Grant Program			
State	Port Area	Entity Name	Award
Connecticut	Long Island Sound	Fairfield CT Fire Dept	\$90,932
Connecticut	Long Island Sound	Groton Town CT Police Dept	\$25,000
Connecticut	Long Island Sound	JDZ Marine TOWBOAT Mystic CT	\$9,215
Connecticut	Long Island Sound	McAllister Towing of NARR	\$93,700
Connecticut	Long Island Sound	Mystic CT Fire Dept	\$16,000
Connecticut	Long Island Sound	New Haven CT	\$197,072
Connecticut	Long Island Sound	Norwalk CT Fire Dept	\$32,230
Connecticut	Long Island Sound	Stamford CT	\$29,397
Delaware	Delaware Bay	Delaware City Refining Company LLC	\$530,000
Delaware	Delaware Bay	Delaware State Police	\$385,750
Delaware	Delaware Bay	State of Delaware, DNREC	\$227,290
Delaware	Delaware Bay	Wilmington Fire Department	\$14,000
Florida	Jacksonville, FL	City of Jacksonville Emergency Preparedness Division	\$202,500
Florida	Key West, FL	City of Key West	\$102,791
Florida	Miami, FL	Miami-Dade County	\$1,188,942
Florida	Miami, FL	Miami-Dade Fire Rescue	\$721,435
Florida	Panama City, FL	City of Panama City - Police Department	\$132,500
Florida	Pensacola, FL	City of Pensacola	\$325,238
Florida	Port Canaveral, FL	Canaveral Port Authority	\$1,078,750
Florida	Port Everglades, FL	Broward County Board of Commissioners	\$675,270
Florida	Port Everglades, FL	Broward Sheriff's Office	\$897,638
Florida	Tampa Bay	City of Tampa Police Department	\$267,633
Florida	Tampa Bay	Hillsborough County Fire	\$9,179
Florida	Tampa Bay	Hillsborough County Sheriff's Office (HCSO)	\$231,450
Florida	Tampa Bay	Kinder Morgan Liquids Terminals Port Sutton	\$95,400
Florida	Tampa Bay	Kinder Morgan Liquids Terminals TampaPlex	\$73,500
Florida	Tampa Bay	Manatee County Port Authority	\$1,425,000
Florida	Tampa Bay	North River Fire District	\$59,052
Florida	Tampa Bay	Tampa Port Authority	\$1,250,775
Georgia	Savannah, GA	Georgia Ports Authority - Savannah	\$999,963
Georgia	Savannah, GA	Imperial Sugar, LP	\$105,000
Guam	Apra Harbor, Guam	Port Authority of Guam	\$226,484
Hawaii	Honolulu	Hawaii Department of Defense / PAR Hawaii Refining, LLC	\$1,000,000
Illinois	Southern Tip Lake Michigan	Chicago Fire Department	\$828,750
Illinois	Southern Tip Lake Michigan	City of Chicago Office of Emergency Management and Communication	\$611,250
Illinois	Southern Tip Lake Michigan	City of Chicago Police Department	\$967,797
Illinois	Southern Tip Lake Michigan	Navy Pier, Inc.	\$244,013
Illinois	St. Louis, MO and IL	City of Madison Fire Department	\$24,470
Illinois	St. Louis, MO and IL	Illinois DNR	\$38,363
Indiana	Southern Tip Lake Michigan	Indiana Department of Natural Resources Law Enforcement Division	\$25,000



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Deanna D'Amore – Director of Health

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*

CC: Anthony Carr, P.E., C.F.M. – Chief of Operations and Public Works
Lisa Burns, P.E. - Principal Engineer

REF: Requests For Additional Street Lighting

DATE: August 15, 2019

Per our conversation, the Department of Public Works has received petitions from the residents on Betmarela Road, Center Avenue Extension and Earl Street requesting that street lighting be installed. There are currently no street lights on Betmarela Road and Earl Street, and there are no street lights at the north end of Center Avenue Extension at the Cul-De-Sac.

I have reviewed the three locations in the field with Mr. Jeffrey Baxter from Eversource Electric and estimate that nine (9) new 31 Watt LED street lights would be installed on Betmarela Road (see attached plan), two (2) new 31 Watt LED street lights would be installed at the east end of Earl Street (see attached plan) and two (2) new (one 31 Watt and one 47 Watt) LED street lights would be installed at the north end of Center Avenue Extension at the Cul-De-Sac (see attached plan). Mr. Baxter has indicated that the cost of the electricity for the 31 Watt LED lights is approximately \$20.00 per month per light and for the 47 Watt LED light is approximately \$30.00 per month per light. The cost of the installation of the new pole and associated wire for the installation of the 47 Watt LED light in the Cul-De-Sac at Center Avenue Extension is a one-time cost of approximately \$2,200. I have attached the copies of the request letters and petitions, the Outdoor Photometric Reports for both the 31 and 47 Watt LED light fixtures provided by Eversource Electric, as well as a spreadsheet indicating the Requested Street Light Locations and Estimated Cost for your reference.

Therefore, I would like to request that the following items be included on the agenda for the August 22, 2019 meeting of the Health, Welfare and Public Safety Committee of the Common Council for approval if the Committee determines that they would like to move forward with them.

- 1.) Authorize the Department of Public Works to have Eversource Electric to install nine (9) new street lights on Betmarlea Drive in accordance with the attached plan at an approximate cost of \$180 per month to be paid for from Account No. 0140 21-5241.
- 2.) Authorize the Department of Public Works to have Eversource Electric to install two (2) new street lights on Earl Street in accordance with the attached plan at an approximate cost of \$40 per month to be paid for from Account No. 0140 21-5241.
- 3.) Authorize the Department of Public Works to have Eversource Electric to install a new pole and the associated wire for one (1) of the new street lights at the north end of Center Avenue Extension in accordance with the attached plan at an approximate one-time cost of \$2,200.00 to be paid for from Account No. 0140 21-5241.
- 4.) Authorize the Department of Public Works to have Eversource Electric to install two (2) new street lights at the north end of Center Avenue Extension in accordance with the attached plan at an approximate cost of \$50.00 per month to be paid for from Account No. 0140 21-5241.

If you have any questions, please do not hesitate to contact me.

REQUESTED STREET LIGHTS - LOCATIONS AND ESTIMATED COST

<u>Location</u>	<u>Fixed Cost</u>	<u>Monthly Cost</u>	<u>Notes</u>
262 Fillow Street	\$ -	\$ -	Relocating 1 Existing Light - No Cost Increase
Balmalea Road	\$ -	\$ 180.00	6 New Lights at \$20/Mo./Light
319 Flax Hill Road	\$ -	\$ -	Reduce Wattage From 51 LED to 31 LED - Reduction in Cost
Center Avenue Extension	\$ 2,200.00	\$ 50.00	Cost of New Pole Installation + \$20/Mo./Regular Light + \$30/Mo./Brighter Light
Carl Street	\$ -	\$ 40.00	2 New Lights at \$20/Mo./Light
10 Hillwood Place	\$ -	\$ -	No Increase in Cost
	\$ 2,200.00	\$ 270.00	

April 16, 2009

MR. ANTHONY CARR

DIRECTOR OF PUBLICWORKS
125 EAST AVENUE
NORWALK, CT
06851

Dear Mr. Carr,

The residents of Betmarlea Road, Norwalk are petitioning the city of Norwalk for street lights. As of now we have no street lights. In the autumn and winter, it is a very dark street for many long hours. For the safety of the all, especially children the majority of the residence on our street would like lights installed. Street lights are needed also for the driving safety of all, being able to find a specific house, especially in cases of emergencies ie: fire department, police, ambulances, visitors, delivery trucks, realtors, etc. Many GPS and navi systems are not able to find certain/specific homes on our streets during the day and at night it's very difficult. Included with this letter is a signed petition from the majority of all the homes on Betmarlea Road.

As the mill rate of our property taxes increases and it has been a rather significant percentage increase on a number of our homes on this street as of lately, we believe our street should reflect a bit more in what we contribute tax wise.

Would you please be so kind and review our request and perhaps find it within the city's budget to install street lights on Betmarlea Road for this upcoming autumn and winter 2019. Thank you kindly in advance.

Sincerely,

Isabel Molina

EMAIL: molinabella1@gmail.com MOBILE: 832-270-2516

The residents of Betmarlea Road petition the City of Norwalk to install lights on the street for safety and better driving conditions amongst many of the reasons.
Below are the names, addresses and signatures of residents whom petition the city to have lights installed on the public road of Betmarlea.

Print Name	Print address	Signature
Jennifer Hartmann	19 Betmarlea Rd, Norwalk	Jennifer Hartmann
Catherine McGettigan	20 Betmarlea Rd, Norwalk	Catherine McGettigan
Marzanna Ostaszewski	22 Betmarlea Rd Norwalk	M. Ostaszewski
Karen Ormsbee	23 Betmarlea Rd Norwalk	Karen Ormsbee
SANTA TORRELO	12 Betmarlea Rd Norwalk	Santa Torrelo
Premita Shah	17 Betmarlea Rd	Premita Shah
MARCIA WILKES	24 BETMARLEA RD NORWALK	Marcia Wilkes
Linda + Joe Forcellina	6 Betmarlea Rd	L. Forcellina
JOE LYNCH	2 Betmarlea	Joe Lynch
ROBERT LUZ	3 BETMARLEA RD NORWALK	Robert Luz
Jane Elezi	14 Betmarlea Rd Norwalk	Jane Elezi
Mergim Elezi	14 Betmarlea Rd	Mergim Elezi
DAVID DANDOS	14 Betmarlea Rd	David Dandos
SHARON KUPA	22c Betmarlea Rd	Sharon Kupa
THOMAS HARMEYER	22B BETMARLEA RD	Thomas Har Meyer
ISABEL MOLINA	22B Betmarlea Road	Isabel Molina
Patricia Nineta	Recinos 5 Betmarlea Rd	Patricia Nineta

Print Name	Print address	Signature
T Repadokur	FRotmerla Rd	

not in front
of house

Bruce Chimento

Director of Public Works

125 East Avenue

Norwalk, Ct 06851

March 19, 2018

Dear Bruce,

Earl Street has no street lights and night safety is a concern. Suspicious activities have been occurring late at night and early morning and is making the residents uneasy. On behalf of all the residents and homeowners on Earl Street we would like to request appropriate street lighting.

Thank you for your support on this issue.

John Curran

Homeowner

On Mon, Mar 5, 2018 at 8:35 PM, Blake, Terry <TBlake@norwalkct.org> wrote:

John,

Thank you for the email and I am happy to attempt to facilitate street lights for you. Please understand this falls under the domain of the utility company, which I believe is South Norwalk Electric. I will contact them as well as the Department of a Public Works to see what can be done.

Terry

Sent from my iPhone

> On Mar 5, 2018, at 8:32 PM, John Curran <jcurran242@gmail.com> wrote:

>

> Dear Lt Terry Blake,

>

> Earl St has no street lights and is considered unsafe at night. Criminal activity has been seen by the neighbors between 1am to 4am recently and in the past and has become a convenient hiding place due to extreme darkness. A street of this size normally would require three lights. On behalf of the homeowners of Earl St I would like to request street lights. Let me know what additional information may be needed to start the process.

>

> Thank you from all the homeowners and tenants of Earl St for your support on this matter

>

> John Curran

Sam + Petra Collins

68 Center Ave. Ext Unit B

Norwalk, CT 06851

203.919.2553

RE: Cul De Sac Street Light Center Avenue Extension

We are concerned with the safety of our families on Center Avenue Extension especially in the cul de sac area. There is ongoing illegal activity in that area at night because it is a very dark spot on street. In addition this area is being used as a dumping place for old furniture and other garbage right across from the neighbor in the cul de sac and also right across the street from 68 Center. We try to keep our street as safe and clean as possible due to neighbors being invested however we are jeopardizing our safety by constantly asking strangers to leave the area or our street. We do call the Norwalk Police department as often as possible to patrol our street at night but also know that this is not a daily task and that is why we are petitioning for a street light in that area which we hope will deter people up to no good from lingering.

Sam + Petra Collins

7/5/2019



Handwritten signature of Petra Collins, with the name 'Petra Collins' written below the signature.

PETITION

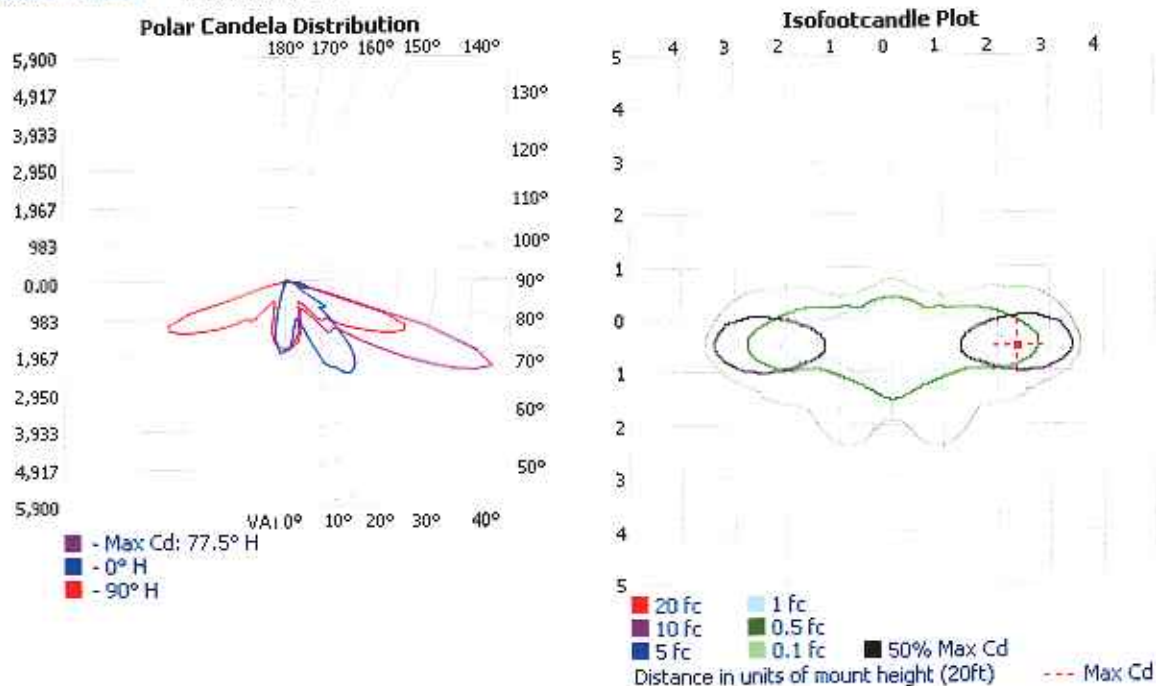
Center Avenue Extension

Cul de Sac Street Light

NAME	ADDRESS	DATE	SIGN	PRINT
<i>[Signature]</i>	68 Center Ave	07/06/19	<i>[Signature]</i>	SAM COLLINS
Petra Collins	68 Center Ave	7/06/19	<i>[Signature]</i>	PETRA COLLINS
<i>[Signature]</i>	62 Center Ave Ext B	7/07/19	<i>[Signature]</i>	Avery Collins
Franklin Roberts	68 Center Ave		<i>[Signature]</i>	F R
Eust Roberts	68 Center Ave		<i>[Signature]</i>	
Ashlee Roberts	68 Center Ave		<i>[Signature]</i>	
Angelica Parsha	64 Center Ave Ext North	7/7/19	<i>[Signature]</i>	Angelica Parsha
MARTIN Laurie	64 Center Ave Ext B	7/7/19	<i>[Signature]</i>	KATUN LAURIE
Lin Cenny	64B Center Ave Ext	7/7/19	<i>[Signature]</i>	
Jen Plocher	45 Center Ave	7/7/19	<i>[Signature]</i>	Jen Plocher
Eric Anderson	70A Center Ave ext	7/15/19	<i>[Signature]</i>	
Alison Held	70A Center Ave ext	7-15-19	<i>[Signature]</i>	
Jason Taylor	62A Center Ave Ext	7-9-17	<i>[Signature]</i>	Jason Taylor
Gloriana Taylor	62A Center Ave Ext	7-9-17	<i>[Signature]</i>	Gloriana Taylor
Fabiola Goldbaum	17 Rudolph Ln, Norwalk	7/8/19	<i>[Signature]</i>	
Wendy Morone	135 Sunrise Hill	7/9/19	<i>[Signature]</i>	Wendy Morone
Tammy Delee	60 Center Ave Ext	7/9/15	<i>[Signature]</i>	Tammy Delee
David Rukudo	58 Center Ave	7/9/19	<i>[Signature]</i>	David Rukudo
Angela Vittimiglio	70 Parker Ave Ext Norwalk CT	06/25/19	<i>[Signature]</i>	Angela Vittimiglio
Kathleen V	54 Center Ave		<i>[Signature]</i>	

OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS F XXXXX R2 3K

TEST #: 107413P31
 TEST LAB: SCALED PHOTOMETRY
 TEST NOTES: SCALED FROM ABSOLUTE TEST: 107413P0
 TEST DATE: 8/10/2016
 CATALOG: ATBS F XXXXX R2 3K
 DESCRIPTION: ATBS F PERFORMANCE PACKAGE, 3000K COLOR TEMPERATURE, ROADWAY TYPE II DISTRIBUTION
 SERIES: AUTOBAHN ATBS
 LAMP CATALOG: LED
 LAMP: LED
 LAMP OUTPUT: TOTAL LUMINAIRE LUMENS: 5136.2, **ABSOLUTE PHOTOMETRY ***
 BALLAST / DRIVER: LED DRIVER, LED DRIVER
 INPUT WATTAGE: 47
 LUMINOUS OPENING: CIRCULAR (DIA: 11.04")
 MAX CD: 5,864.9 AT HORIZONTAL: 77.5°, VERTICAL: 67.5°
 ROADWAY CLASS: MEDIUM, TYPE I



*TEST BASED ON ABSOLUTE PHOTOMETRY WHERE LAMP LUMENS=LUMENS TOTAL.

*CUTOFF CLASSIFICATION AND EFFICIENCY CANNOT BE PROPERLY CALCULATED FOR ABSOLUTE PHOTOMETRY.

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107413P31
 VISUAL PHOTOMETRIC TOOL

PUBLISH
 PAGE 1 OF 4

OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS F XXXXX R2 3K

ZONAL LUMEN SUMMARY

ZONE	LUMENS	% LUMINAIRE
0-30	978.4	19%
0-40	1,665.3	32.4%
0-60	3,441.6	67%
60-90	1,694.6	33%
70-100	602.5	11.7%
90-120	0.000	0%
0-90	5,136.2	100%
90-180	0.000	0%
0-180	5,136.2	100%

LUMENS PER ZONE

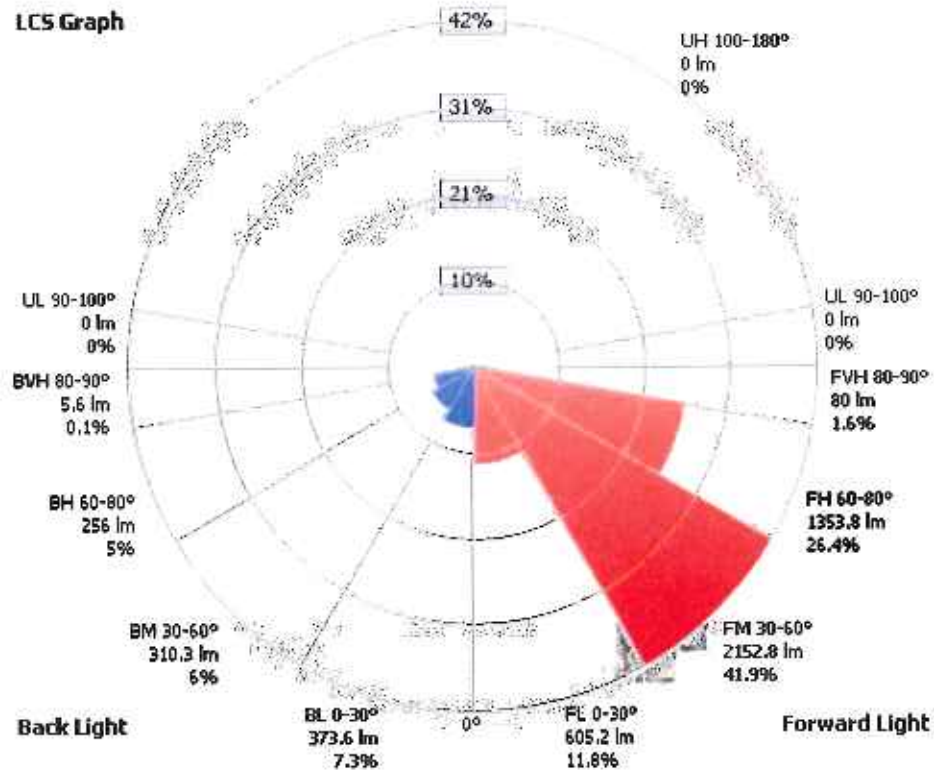
ZONE	LUMENS	% TOTAL	ZONE	LUMENS	% TOTAL
0-10	156.7	3.1%	90-100	0.000	0%
10-20	345.3	6.7%	100-110	0.000	0%
20-30	476.4	9.3%	110-120	0.000	0%
30-40	686.9	13.4%	120-130	0.000	0%
40-50	856.0	16.7%	130-140	0.000	0%
50-60	920.3	17.9%	140-150	0.000	0%
60-70	1,092.1	21.3%	150-160	0.000	0%
70-80	516.7	10.1%	160-170	0.000	0%
80-90	85.7	1.7%	170-180	0.000	0%

ROADWAY SUMMARY

DISTRIBUTION:	TYPE I, MEDIUM	
MAX CD, 90 DEG VERT:	0.000	
MAX CD, 80 TO <90 DEG:	872.9	
	LUMENS	% LAMP
DOWNWARD STREET SIDE:	4,191.7	81.6%
DOWNWARD HOUSE SIDE:	945.4	18.4%
DOWNWARD TOTAL:	5,137.2	100%
UPWARD STREET SIDE:	0.000	0%
UPWARD HOUSE SIDE:	0.000	0%
UPWARD TOTAL:	0.000	0%
TOTAL LUMENS:	5,137.2	100%

LCS TABLE

BUG RATING	B1 - U0 - G1	
FORWARD LIGHT	LUMENS	LUMENS %
LOW(0-30):	605.2	11.8%
MEDIUM(30-60):	2,152.8	41.9%
HIGH(60-80):	1,353.8	26.4%
VERY HIGH(80-90):	80.0	1.6%
BACK LIGHT		
LOW(0-30):	373.6	7.3%
MEDIUM(30-60):	310.3	6%
HIGH(60-80):	256.0	5%
VERY HIGH(80-90):	5.6	0.1%
UPLIGHT		
LOW(90-100):	0.000	0%
HIGH(100-180):	0.000	0%
TRAPPED LIGHT:	0.000	0%

OUTDOOR PHOTOMETRIC REPORT
CATALOG: ATBS F XXXXX R2 3K**LCS Graph**

Scale = Max LCS %

Trapped Light: 0lm, 0%

OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS F XXXXX R2 3K



CANDELA TABLE - TYPE C

	0	15	25	35	45	55	65	75	85	90	105	115	125	135	145	155	165	175	180
0	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785
5	1597	1518	1526	1548	1575	1608	1652	1683	1726	1747	1800	1827	1846	1857	1862	1867	1872	1873	1870
10	1196	1157	1172	1209	1261	1329	1405	1489	1592	1647	1755	1766	1770	1740	1715	1684	1656	1647	1574
15	1003	1043	1092	1126	1150	1176	1223	1273	1347	1402	1507	1488	1429	1348	1246	1167	1109	1079	963
20	1291	1420	1370	1320	1246	1158	1090	1026	994	1020	1108	1067	977	864	731	623	534	484	408
25	2378	2320	2112	1842	1607	1400	1166	898	748	739	769	709	597	475	345	249	209	196	140
30	2614	2575	2422	2165	1880	1568	1236	902	680	622	527	415	285	186	124	102	92	91	89
35	2923	2774	2541	2183	1901	1799	1572	1151	840	714	459	263	151	107	87	84	83	83	81
40	2820	2653	2484	2185	1867	1729	1704	1764	1481	1240	553	212	98	76	69	73	81	82	81
45	2346	2262	2277	2186	1991	1837	1748	1742	1549	1388	587	159	76	67	68	78	90	87	85
50	1428	1378	1521	1705	1851	2007	2177	2195	1909	1633	469	92	68	61	62	80	77	72	69
55	1211	1001	828	839	1230	1824	2825	3221	2538	2084	518	79	58	52	51	57	63	52	51
60	519	669	903	921	800	1099	3288	4570	3285	2567	581	74	52	43	40	43	46	46	44
65	321	650	848	725	810	1000	2835	5636	4246	3123	626	76	49	38	37	38	39	40	39
70	486	726	803	753	413	921	1614	4807	4760	3335	556	77	42	30	28	29	32	29	27
75	574	638	559	396	211	277	716	918	1298	647	96	55	36	22	21	19	19	18	18
80	477	478	387	201	98	109	395	560	96	39	23	22	21	17	16	16	17	15	14
85	311	283	228	75	33	38	59	250	103	22	13	11	9	9	8	8	8	8	8
90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



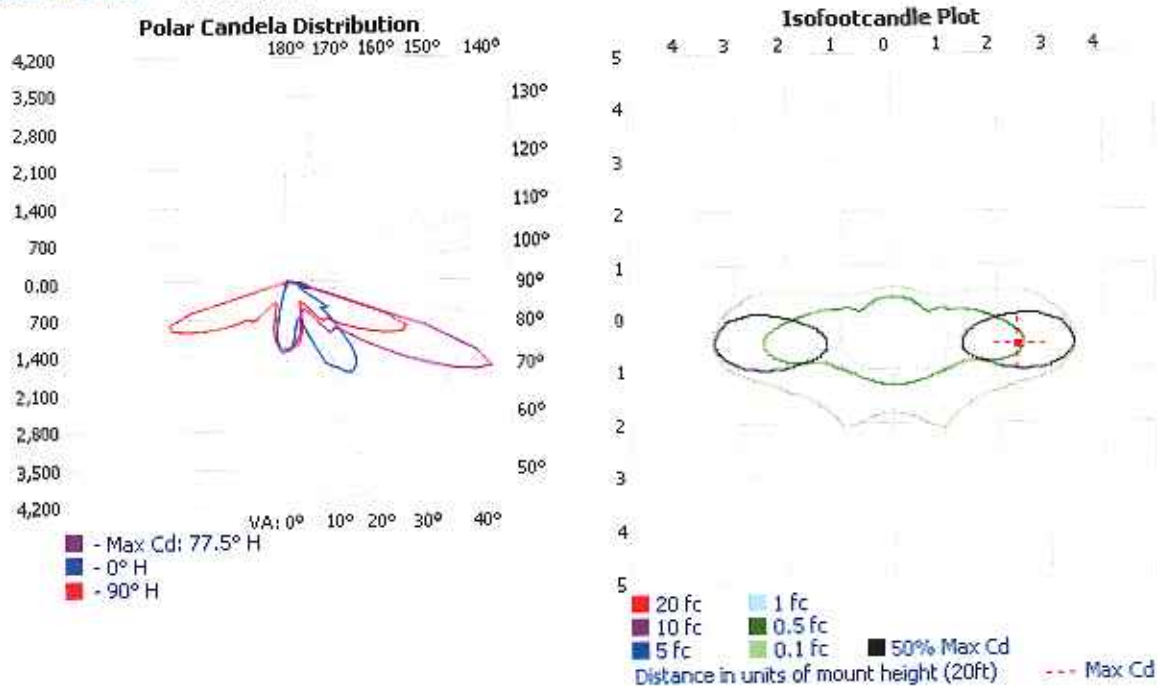
107413P21
 VISUAL PHOTOMETRIC TOOL

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OUTDOOR PHOTOMETRIC REPORT

CATALOG: ATBS C XXXXX R2 3K

TEST #: 107413P37
 TEST LAB: SCALED PHOTOMETRY
 TEST NOTES: SCALED FROM ABSOLUTE TEST: 107413P0
 TEST DATE: 10/25/2016
 CATALOG: ATBS C XXXXX R2 3K
 DESCRIPTION: ATBS C PERFORMANCE PACKAGE, 3000K COLOR TEMPERATURE, ROADWAY TYPE II DISTRIBUTION
 SERIES: AUTOBAHN ATBS
 LAMP CATALOG: LED
 LAMP: LED
 LAMP OUTPUT: TOTAL LUMINAIRE LUMENS: 3628.1, **ABSOLUTE PHOTOMETRY ***
 BALLAST / DRIVER: LED DRIVER, LED DRIVER
 INPUT WATTAGE: **31**
 LUMINOUS OPENING: CIRCULAR (DIA: 11.04")
 MAX CD: 4,142.9 AT HORIZONTAL: 77.5°, VERTICAL: 67.5°
 ROADWAY CLASS: MEDIUM, TYPE I



*TEST BASED ON ABSOLUTE PHOTOMETRY WHERE LAMP LUMENS=LUMENS TOTAL.

*CUTOFF CLASSIFICATION AND EFFICIENCY CANNOT BE PROPERLY CALCULATED FOR ABSOLUTE PHOTOMETRY.

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107413P37
VISUAL PHOTOMETRIC TOOL

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PAGE 1 OF 4

OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS C XXXXX R2 3K

ZONAL LUMEN SUMMARY

ZONE	LUMENS	% LUMINAIRE
0-30	691.1	19%
0-40	1,176.3	32.4%
0-60	2,431.1	67%
60-90	1,197.0	33%
70-100	425.6	11.7%
90-120	0.000	0%
0-90	3,628.1	100%
90-180	0.000	0%
0-180	3,628.1	100%

LUMENS PER ZONE

ZONE	LUMENS	% TOTAL	ZONE	LUMENS	% TOTAL
0-10	110.7	3.1%	90-100	0.000	0%
10-20	243.9	6.7%	100-110	0.000	0%
20-30	336.5	9.3%	110-120	0.000	0%
30-40	485.2	13.4%	120-130	0.000	0%
40-50	604.7	16.7%	130-140	0.000	0%
50-60	650.1	17.9%	140-150	0.000	0%
60-70	771.5	21.3%	150-160	0.000	0%
70-80	365.0	10.1%	160-170	0.000	0%
80-90	60.6	1.7%	170-180	0.000	0%

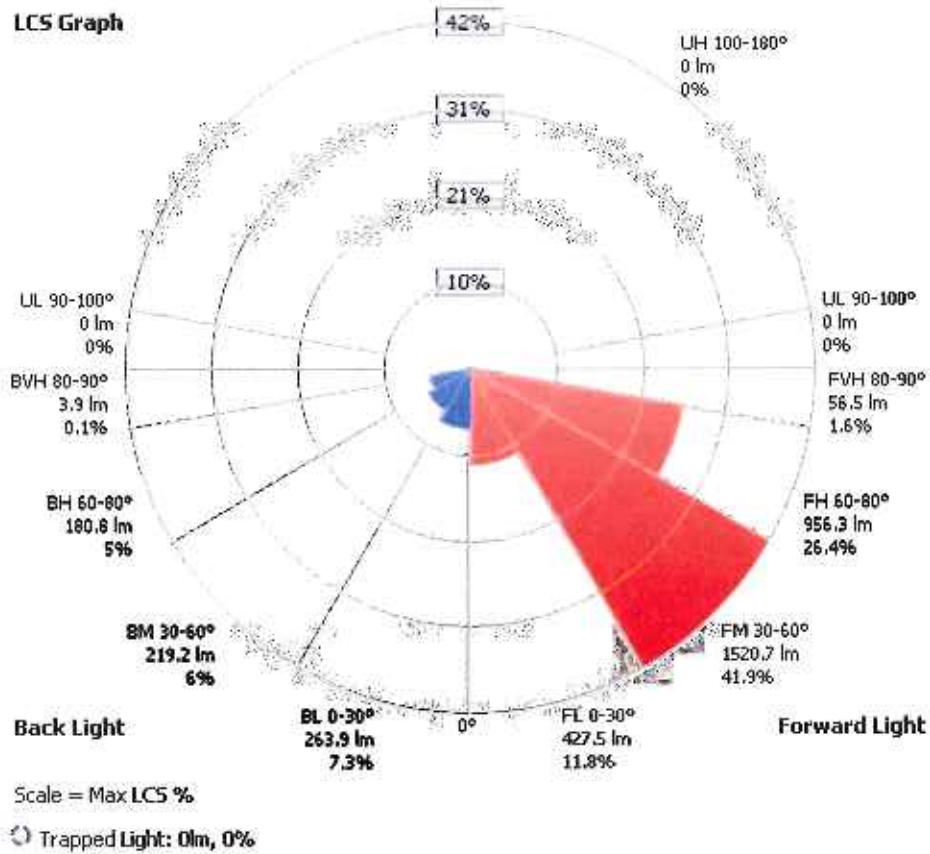
ROADWAY SUMMARY

DISTRIBUTION:	TYPE I, MEDIUM	
MAX CD, 90 DEG VERT:	0.000	
MAX CD, 80 TO <90 DEG:	616.6	
	LUMENS	% LAMP
DOWNWARD STREET SIDE:	2,961.0	81.6%
DOWNWARD HOUSE SIDE:	667.8	18.4%
DOWNWARD TOTAL:	3,628.8	100%
UPWARD STREET SIDE:	0.000	0%
UPWARD HOUSE SIDE:	0.000	0%
UPWARD TOTAL:	0.000	0%
TOTAL LUMENS:	3,628.8	100%

LCS TABLE

BUG RATING	B1 - U0 - G1	
FORWARD LIGHT	LUMENS	LUMENS %
LOW(0-30):	427.5	11.8%
MEDIUM(30-60):	1,520.7	41.9%
HIGH(60-80):	956.3	26.4%
VERY HIGH(80-90):	56.5	1.6%
BACK LIGHT		
LOW(0-30):	263.9	7.3%
MEDIUM(30-60):	219.2	6%
HIGH(60-80):	180.8	5%
VERY HIGH(80-90):	3.9	0.1%
UPLIGHT		
LOW(90-100):	0.000	0%
HIGH(100-180):	0.000	0%
TRAPPED LIGHT:	0.000	0%

OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS C XXXXX R2 3K



OUTDOOR PHOTOMETRIC REPORT
 CATALOG: ATBS C XXXXX R2 3K



CANDELA TABLE - TYPE C

	0	15	25	35	45	55	65	75	85	90	105	115	125	135	145	155	165	175	180
0	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261
5	1128	1072	1078	1093	1112	1136	1167	1189	1219	1234	1271	1291	1304	1312	1316	1319	1322	1323	1321
10	845	817	828	854	891	939	992	1052	1124	1164	1240	1247	1251	1229	1211	1189	1170	1164	1112
15	708	737	771	796	813	830	864	900	951	990	1064	1051	1009	952	880	824	783	762	681
20	912	1003	968	932	880	818	770	725	702	721	782	754	690	611	516	440	377	342	289
25	1679	1639	1492	1301	1135	989	824	634	528	522	543	501	422	336	244	176	147	138	99
30	1846	1819	1711	1529	1328	1108	873	637	480	439	372	293	202	132	88	72	65	61	63
35	2065	1960	1795	1542	1343	1271	1110	813	594	504	324	186	107	75	62	59	59	59	57
40	1992	1874	1755	1543	1319	1221	1204	1246	1046	876	391	150	69	53	49	52	57	58	57
45	1657	1598	1608	1544	1406	1298	1235	1230	1094	980	414	112	54	47	48	55	63	61	60
50	1008	974	1074	1204	1308	1418	1538	1551	1349	1154	331	65	48	43	44	57	55	51	49
55	856	707	585	593	869	1288	1996	2275	1793	1472	366	56	41	37	36	40	45	37	36
60	367	472	638	651	565	776	2323	3229	2320	1813	411	52	37	31	29	31	33	33	31
65	226	459	599	512	572	707	2003	3981	2999	2206	442	54	35	27	26	27	28	28	28
70	343	513	568	532	291	651	1140	3396	3363	2356	393	54	29	21	20	20	22	21	19
75	406	450	395	279	149	196	506	648	917	457	68	39	25	16	15	13	13	13	13
80	337	338	271	142	69	77	279	396	68	27	16	16	15	12	11	12	12	11	10
85	219	200	161	53	23	27	41	177	73	15	9	8	7	6	6	5	6	6	5
90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



107413P37
 VISUAL PHOTOMETRIC TOOL

PUBLISH
 PAGE 4 OF 4

**Subcontract Between Optimus Health Care, Inc. and
The City of Norwalk For WIC Program Services**

This Subcontract (this "Subcontract") is entered into as of the 1st day of October 2019 ("Commencement Date"), by and between **Optimus Health Care Inc.**, 982 East Main Street, Bridgeport, CT 06608 ("Optimus"), and the **City of Norwalk** 125 East Avenue, Norwalk, CT 06851 ("Subcontractor") to become effective only as of the later of (i) the date of the signature of the authorized officials, of the **Connecticut Department of Public Health** ("DPH") of the Prime Contract described herein; and (ii) if applicable, the date of approval by the Office of the Connecticut Attorney General of the Prime Contract described herein ("Effective Date").

WITNESSETH:

WHEREAS, Optimus has been awarded Contract No. 2017-0055, as amended from time to time and attached hereto and incorporated herein by reference at Exhibit A (the "Prime Contract") with the State Department of Public Health ("DPH") pursuant to which Optimus shall operate a Special Supplemental Nutrition Program for the Women, Infant's and Children ("WIC Program" also referred to herein as "Services"); and

WHEREAS, in accordance with the terms of the Prime Contract, Optimus desires to subcontract with Subcontractor for Subcontractor to provide Services in the municipalities of Norwalk, Westport, Weston and Wilton at Subcontractor's site(s), and the Subcontractor desires to provide such services; and

WHEREAS, the Subcontractor is specifically qualified and equipped to perform the work and/or services described in the manner specified in the Prime Contract and herein.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties do mutually agree as follows:

**ARTICLE I. STATEMENT OF WORK AND ROLE OPTIMUS PROGRAM
COORDINATOR**

Section I.1. Statement of Work. Subcontractor, as an independent contractor and not as an agent of Optimus and Optimus and Subcontractor as independent contractors and not as agents of DPH, will furnish all necessary personnel, materials, services, and equipment, and all other items necessary to provide the applicable Services to result in the outcomes specified in the Prime Contract. Subcontractor will perform this work and provide these items at its site(s) and Optimus will perform this work and provide these items at its site(s). For purposes of this Subcontract and Subcontractor's obligations hereunder, all responsibilities assigned to the "Contractor" under the Prime Contract shall be considered responsibilities of Subcontractor with respect to Services provided at the Subcontractor's site(s) and the responsibilities of Optimus with respect to Services provided at Optimus's health centers. Subcontractor shall provide Services to the minimum number of program participants described in Section IV.5 herein.

Section I.2. Role of Optimus Program Coordinator. Optimus, through its Program Coordinator retain fully authority to:

- A. Establish such procedures and policies as may be necessary to the operation of the Region 10 WIC Program;
- B. Serve as the sole contact with the State of Connecticut for all matters related to the Prime Contract;
- C. Conduct such site visits at Contractor's site(s), as deemed necessary;
- D. Coordinate all nutrition services for the Region 10 WIC Program; and
- E. Direct the purchase of standardized nutrition, education, and outreach materials and related supplies selected by the Contractor's Program Nutritionist with input from the Nutritionist staff at all sites.

ARTICLE II. TERM

The term of this Subcontract shall commence on the Effective Date and remain in full force and effect for a period of two (2) years therefrom (the "Term"), unless earlier terminated as set forth in Article VI.

ARTICLE III. FINANCIAL TERMS

Section III.1. Subcontract Price. In accordance with, and so long as Subcontractor is in compliance with all relevant terms of the Prime Contract and the terms of this Subcontract, Optimus shall make payments to Subcontractor as described Schedule III of this Subcontract or any amendment thereto on the schedule described in Section III.2.

Section III.2. Schedule of Payments. Under the Prime Contract, Optimus receives payments from DPH upon receipt and approval by DPII of required reports, a certain portion of which is designated for Subcontractor. Optimus shall remit Subcontractor's portion, as designated in Schedule III, or in any amendment thereto, to Subcontractor within five (5) business days of receiving payment from DPH. In the event that Subcontractor fails to deliver any required report or any Subcontractor report is rejected or deemed unacceptable by DPII or DPII withholds all, or Subcontractor's portion, of a payment, no payments shall be due hereunder unless and until Subcontractor has remedied such deficiency and Optimus has received payment from DPII. Further, Optimus may suspend any payment to Subcontractor based on Subcontractor's failure to adequately perform its obligations under this Subcontract or the Prime Contract.

Section III.3. Compliance with Budget. Subcontractor agrees to expend funds in accordance with the budget set forth in the Prime Contract and to comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM") and all relevant financial provisions of the Prime Contract, including but not limited to return of unexpended funds and obtaining prior written approval for all expenditures that exceed ten percent (10%) or of a cost category or line item, whichever is greater. Subcontractor agrees to

inform Optimus prior to implementation of any changes to its budget for Subcontractor activities, and to assist Optimus in seeking approval from DPH for such budget changes if required.

Section III.4. Amendment of Contract Amounts. Subcontractor acknowledges that DPH may amend the terms of the Prime Contract, including but not limited to the amounts paid to Optimus. In the event DPH reduces funding under the Prime Contract, Optimus shall ratably reduce payments to Subcontractor.

Section III.5. Reports. Subcontractor agrees to submit all reports regarding its activities required under the Prime Contract, including but not limited to program, statistical and expenditure reports, in accordance with the format and schedule determined by DPH.

ARTICLE IV. OBLIGATIONS OF SUBCONTRACTOR

Section IV.1. Licensure. Subcontractor shall ensure that Subcontractor is properly licensed under the name of Subcontractor and shall operate in accordance with all applicable statutes and regulations, including the regulations established by the United States Department of Agriculture (USDA) in the Code of Federal Regulations, Chapter 7, Part 246 and any future amendments thereto. At the request of Optimus and/or DPH, Subcontractor shall provide written assurance of such regulatory compliance.

Section IV.2. Community Health Services. Subcontractor shall provide all services specified in the Prime Contract. Such services shall be provided in accordance with the terms of the Prime Contract and any related guidelines issued by DPH or Optimus. Subcontractor shall be responsible for the standard of care of all services provided by the Subcontractor and at its site(s), and shall provide all necessary supervision and support to ensure quality of care.

Section IV.3. Employees.

A. Subcontractor shall be responsible for staffing the Subcontractor's site(s) including any necessary hiring of new employees. Notwithstanding Subcontractor's responsibility for hiring staff, Optimus' Program Coordinator shall have the opportunity to review potential employees' resumes and provide input regarding such candidates' potential employment. The Subcontractor shall continue to have sole and exclusive rights customarily reserved to employers and shall be responsible for any and all performance managing, disciplining, and terminating of its employees. Optimus' Program Coordinator shall provide written notice to the Subcontractor of any Subcontractor employee whose performance, is unacceptable, due to misconduct including, but not limited to, insubordination; disruptive behavior that has the potential of causing direct and serious harm to the employee, fellow employees, program participants and/or visitors; verbal threats of physical violence toward another employee, program participant and/or visitor or the location; and behaviors that create or have the propensity to create a hostile and/or intimidating work environment ("Incident Report"). The Subcontractor shall acknowledge its receipt of Optimus' Incident Report within 24 hours. The Subcontractor shall commence an investigation of such Incident Report within such 24 hour period, and shall take appropriate disciplinary action for just cause that it deems necessary against such Subcontractor employee, in accordance with Subcontractor's disciplinary and grievance policies and procedures, which include union contracts. Notwithstanding the

foregoing, Subcontractor shall immediately remove and/or suspend any Subcontractor employee whose behavior causes direct and serious physical harm to the employee, fellow employees, program participants or visitors until such investigation of the Incident Report is complete.

No agent or employee of Subcontractor shall be deemed an agent or employee of Optimus, or be entitled to any wages or benefits from Optimus. Subcontractor shall comply with all laws and assume all responsibility for all applicable federal and state income taxes, associated payroll and business taxes, licenses, and fees that it owes under the law.

B. Contractor shall comply with all hours of operations as set forth in the Prime Contract. Contractor's Norwalk location does not currently operate on Saturdays, as permitted by the state WIC office. If, however, Optimus determines that the needs of the community encompassed by the Norwalk region warrant that the Contractor's Norwalk location operate on Saturdays, the parties shall meet to discuss such matter.

C. Contractor shall assign such personnel as reasonably necessary and as WIC grant funding allows in order to perform its duties hereunder. Staffing at a minimum shall include one (1) Site Nutritionist who shall act as Contractor's contact person for all Region 10 WIC Program services, one (1) Nutritionist; and one (1) Program Assistant. A staffing pattern shall be recommended by Optimus and the State WIC Office. Optimus and the State WIC Office understand and agree Contractor is not obligated to provide staff that is not supported by WIC grant funds. Contractor specifically acknowledges it must obtain approval from Optimus' Program Coordinator prior to hiring a Site Nutritionist. As described above in Section IV.3., Contractor shall obtain input from Optimus' Program Coordinator prior to hiring other WIC position candidates, but final hiring authority shall be with Contractor. The staff engaged by Contractor shall be either employees or independent contractors engaged by the City of Norwalk. If after review of the program, Optimus' Program Coordinator finds Contractor's staff deficient in carrying out their job duties, Optimus' Program Coordinator shall request Contractor's Site Nutritionist to develop and implement a corrective action plan.

Section IV.4. Billing. Subcontractor shall not bill any program participant for any services.

Section IV.5. Enrollment/Outreach. Subcontractor shall perform community outreach activities in compliance with DPH and Food and Nutrition Service (FNS) of the USDA Standards. Subcontractor shall serve a minimum of fourteen percent (14%) of the Program's caseload assigned by the state WIC Office each fiscal year and shall implement programs and services to meet the outcomes measures specified in the Prime Contract. Subcontractor expressly acknowledges that funding under the Prime Contract is contingent upon achieving such enrollment goals and outcome measures, and that its funding is at risk if it fails to serve a sufficient number of participants in accordance with the terms of the Prime Contract.

Section IV.6. Schedule. Subcontractor's site(s) shall remain open and available for Program participant appointments with necessary staff present as required by the Prime Contract

except as approved by DPH or Optimus' Program Coordinator.

Section IV.7. Quality Improvement. Subcontractor shall administer and cooperate with Optimus in conducting a WIC Continuous Quality Improvement Work Plan meeting the requirements outlined in the Prime Contract, and the program, statistical, financial expenditure and cash flow reports outlined in the Prime Contract, all on the timeline and in the format specified by DPH and all other reports required by the Prime Contract.

Subcontractor also shall comply with any performance improvement plan requested by Optimus to ensure quality services are provided in compliance with the Prime Contract.

Section IV.8. Information Systems. Subcontractor shall operate and make use of the CT-WIC Information System for data collection, including demographic and health information, documentation of the actions taken by Subcontractor staff, and check issuance and financial reconciliation activities. Subcontractor shall be responsible for the installation and maintenance of all cables, connectors, data jacks, and patch panels required to implement the Local Area Network (LAN) for the CT-WIC Information System, using funds provided under the Subcontract.

Section IV.9. State Contract Requirements. Subcontractor hereby represents that it is in compliance, or will be in compliance by the Effective Date, with all the mandatory terms and conditions specified in the Prime Contract.

ARTICLE V. INSURANCE

Section V.1. Insurance. Subcontractor represents that it has policies of professional liability, comprehensive general liability, automobile liability, worker's compensation, and property damage, and such other insurance policies as required by the Prime Contract. Subcontractor shall maintain all such insurance coverages and provide assurance of such coverages to Optimus and/or DPH upon request. Subcontractor will give Optimus thirty (30) days' advance written notice of any material change in its insurance coverages. Upon the request of Optimus, Subcontractor shall submit certificates verifying such coverages to Optimus.

ARTICLE VI. TERMINATION

Section VI.1. Upon Termination of Prime Contract. This Subcontract may be terminated by Optimus in the event that the Prime Contract is terminated. Optimus agrees to notify Subcontractor in writing within five (5) business days of receiving any notice of termination from DPH. Said termination shall be effective on the same date the Prime Contract is terminated. Upon receipt of such notice, Subcontractor shall complete or cease performance of the Subcontract to whatever extent is specified in the notice of termination of the Prime Contract.

Section VI.2. Termination for Cause. This Subcontract may also be terminated prior to the expiration of the Term under the following circumstances:

- A. In the event Optimus is notified by DPH that any report or submission due from Subcontractor has not been filed or is inadequate, Optimus shall notify Subcontractor and give Subcontractor fifteen (15) days to cure such failure, or in the time

period required by the DPH. If such failure is not cured to the satisfaction of Optimus or DPH within such fifteen (15) day period or other period prescribed by DPH, then Optimus may terminate this Subcontract immediately upon providing written notice to Subcontractor.

B. Upon breach of this Subcontract by either party, the non-breaching party may terminate this Subcontract after thirty (30) days' prior written notice to the other party specifying the facts and circumstances of the breach, unless the breach is cured within such thirty (30) day period; provided, however, that such thirty (30) day period shall be extended to up to one hundred and twenty (120) days if such default cannot reasonably be cured within such thirty (30) day period and the breaching party has, within such thirty (30) day period, commenced to cure such default and thereafter shall diligently pursue the curing of such default, and provided further that the notice and cure period shall be reduced to forty-eight (48) hours if the breach jeopardizes the health or safety of patients; or

C. Either party may terminate this Subcontract upon ninety (90) days' prior written notice to the other party in the event that any agency or bureau of any federal, state or local government issues an order, decree or ruling or takes any other action which materially and adversely affects the ability of a party to perform its obligations under this Subcontract or otherwise prohibits or restricts the performance of a party's obligations hereunder, including but not limited to DPH's material reduction of funding under the Prime Contract or the commencement of any legal proceeding or threat to commence such a proceeding on the basis of such party's participation herein, or if any change in federal, state or local law or regulation or interpretation thereof by any governmental agency or judicial body after January 1, 2018, would subject either party to a civil or criminal prosecution, loss of tax exempt status or other adverse proceeding on the basis of such party's participation herein in the reasonable opinion of legal counsel selected by the parties who is experienced in health law matters, provided that the parties have negotiated in good faith to modify this Subcontract to resolve any adverse effects created by such action and have failed to reach agreement as to an acceptable modification of terms within such one hundred and twenty (120) day period or have determined that compliance with such law or regulation is impossible or impractical.

Section IV.3. Termination without Cause. Either party may terminate this Subcontract upon the giving of one hundred and twenty (120) days' prior written notice.

Section VI.4. Termination Effect. Following the expiration or termination of this Subcontract, Subcontractor shall execute any documents and do all other things as may reasonably be required to cause an orderly and efficient transition of operation and management of the Subcontractor WIC program services to Optimus or such other entity as may be designated by DPH.

ARTICLE VII. DISPUTES

Section VII.1. Any dispute arising under this Subcontract shall be settled by agreement of the parties or pursuant to paragraphs A and/or B of Section VII.2 below. Subcontractor shall

proceed diligently with the performance of its duties and obligations under this Subcontract pending final resolution of any dispute arising under this Subcontract.

Section VII.2. Notwithstanding any provision herein to the contrary:

A. Mediation. Either party may give the other party written notice of the dispute, and upon receipt of such notice, the parties shall attempt to settle the dispute by submitting it to formal mediation. The mediation will be conducted in Bridgeport, Connecticut, by a single mediator appointed by agreement of the parties, provided that if the parties cannot agree on a mediator within ten (10) days after receipt of the written notice of dispute, then each party will choose one mediator and the two mediators will appoint the single mediator who will conduct the mediation.

B. Arbitration. If the dispute has not been resolved within forty-five (45) days after appointment of the mediator (as such time may be extended by agreement of the parties), it shall be finally resolved by arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration then currently in effect. The arbitration shall be conducted in Bridgeport, Connecticut before a single arbitrator appointed by agreement of the parties, provided that if the parties cannot agree on an arbitrator within ten (10) days after expiration of the 45-day (or extended) period for mediation, then each party will choose one arbitrator and the two arbitrators will appoint the single arbitrator who will conduct the arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

ARTICLE VIII. INDEPENDENT CONTRACTOR STATUS

Nothing in this Subcontract shall affect the separate identities of Optimus and the Subcontractor. In providing Services under this Subcontract, Subcontractor shall act as an independent contractor, and not as an employee or agent of Optimus. Neither Subcontractor nor any of its employees or contractors are or shall be treated as employees or agents of Optimus. Nothing contained in this Subcontract shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Subcontract. In no event shall either party be liable for the debts or obligations of any other party except as otherwise specifically provided in this Subcontract. Optimus shall neither have nor exercise any control or direction over the methods by which Subcontractor or any Subcontractor employees or agents perform their professional functions.

ARTICLE IX. INDEMNIFICATION

Section IX.1. Indemnification by Subcontractor. Except to the extent (i) payable from the proceeds of insurances carried (or that should have been carried hereunder) by Optimus, or (ii) that this provision would have the effect of reducing or eliminating any insurance coverage that otherwise would be available to pay damages suffered by Optimus, Subcontractor shall indemnify, defend and hold Optimus and its officers, directors, members, employees and agents harmless from any and all claims, liabilities, obligations, losses, damages, assessments,

judgments, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of the negligence or willful misconduct of Subcontractor or any employee or agent of Subcontractor or in any manner incident, relating or attributable to any inaccuracy in any representation or breach of warranty of Subcontractor contained in this Subcontract or any failure by Subcontractor to perform or observe, or to have performed or observed, in full, any covenant, responsibility or obligation to be performed or observed by it under this Subcontract, including but not limited to any failure to deliver information or otherwise satisfy any DPH-imposed conditions precedent to Optimus' receipt of funding under the Prime Contract.

Section IX.2. Indemnification by Optimus. Except to the extent (i) payable from the proceeds of insurances carried (or that should have been carried hereunder) by Subcontractor, or (ii) that this provision would have the effect of reducing or eliminating any insurance coverage that otherwise would be available to pay damages suffered by Subcontractor, Optimus shall indemnify, defend and hold Subcontractor and its officers, directors, members, employees and agents harmless from any and all claims, liabilities, obligations, losses, damages, assessments, judgments, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of the negligence or willful misconduct of Optimus or any employee or agent of Optimus or in any manner incident, relating or attributable to any inaccuracy in any representation or breach of warranty of Optimus contained in this Subcontract or any failure by Optimus to perform or observe, or to have performed or observed, in full, any covenant, responsibility or obligation to be performed or observed by it under this Subcontract, including but not limited to any failure to deliver information or otherwise satisfy any DPH-imposed conditions precedent to Subcontractor's receipt of funding under the Prime Contract.

ARTICLE X. MISCELLANEOUS

Section X.1. Use Of Name. No party will use the name of, or any insignia associated with, the other party without the affected party's prior written consent.

Section X.2. No Assignment. This Subcontract and the rights and obligations created hereunder shall not be assignable by either party without the express prior written consent of the other party.

Section X.3. Governing Law. This Subcontract shall be governed by and construed under the laws of Connecticut.

Section X.4. Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Subcontract or to exercise any right or remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter this Subcontract, but each and every covenant, condition, agreement and term of this Subcontract shall continue in full force and effect with respect to any other existing or subsequent breach.

Section X.5. Amendment. No amendment of this Subcontract shall be binding on either party unless in writing and executed by the duly authorized representatives of all of the parties.

Section X.6. Entire Subcontract. This Subcontract, together with all schedules and exhibits hereto, constitutes the entire agreement between the parties relating to the subject matter

hereof, and supersedes all prior agreements or understandings, whether written or oral, and whether explicit or implicit, which have been entered into before the execution hereof.

Section X.7. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, or sent by certified, registered or express mail, postage prepaid, and shall be deemed given when so delivered personally, or if mailed, two (2) days after the date of mailing as follows:

If to Optimus, at: Optimus Health Care, Inc.
982 East Main Street
Bridgeport, CT 06608
Attention: Ludwig Spinelli, Chief Executive Officer

If to Subcontractor, at: City of Norwalk
137 East Avenue
Norwalk, CT 06851
Attention: Deanna D'Amore, Director of Health

With a copy to Corporation Counsel at: City of Norwalk
125 East Avenue, Room 237
Norwalk, CT 06856

Either party may change its address for notice purposes by written notice to the other party and such change shall be effective upon receipt.

Section X.8. Severability. If any provision of this Subcontract or any portion hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the remainder of this Subcontract. In such event, all parties agree that the court making such determination shall have the power to alter or amend such provision so that it shall be enforceable within the intention of the parties.

Section X.9. Headings and Titles. The headings appearing herein are for convenience and reference only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Subcontract.

Section X.10. Binding Effect. Subject to the provisions contained herein, this Subcontract shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors and permitted assigns.

Section X.11. Equitable Relief. The parties hereto acknowledge and agree that each would be irreparably damaged in the event that any of the provisions of this Subcontract were not performed by the other in accordance with its specific terms or were otherwise breached. Accordingly, it is agreed that each party shall be entitled to equitable relief to prevent breaches of this Subcontract by the other and shall have the right to specifically enforce this Subcontract and

the terms and provisions hereof against the other in addition to any other remedy to which such aggrieved party may be entitled at law or in equity.

Section X.12. Counterparts. This Subcontract may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which taken together shall constitute one and the same Subcontract, and it shall not be necessary when making proof of this Subcontract or any counterpart thereof to account for any other counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Subcontract to be effective as of the Commencement Date.

OPTIMUS HEALTH CARE, INC.

CITY OF NORWALK

By: _____
Ludwig Spinelli
Chief Executive Officer

By: _____

Date: _____

EXHIBIT A

Prime Contract



State of Connecticut Department of Public Health Contract Amendment

Contract No.: #2017-0055
Amendment No.: #2017-0055-3
Term of Contract: 01/01/2018 - 09/30/2022

The Contract between Optimus Health Care, Inc. (the Contractor) and the Department of Public Health (the Department) which was executed by the parties on January 16, 2018 and subsequently amended on July 20, 2018 and September 27, 2018 is hereby further amended as follows:

1. Funding provided to the Contractor under this Contract in Funding Period Two, Three, Four, and Five for Federal Fiscal Years 2019, 2020, 2021, and 2022 will be increased by the amount of \$2,795,012.
2. The funding for Funding Period One remains the same at \$1,011,042. The funding for Funding Period Two is increased from \$1,326,594 to \$2,025,347. The funding for Funding Period Three is increased from \$1,326,594 to \$2,025,347. The funding for Funding Period Four is increased from \$1,326,594 to \$2,025,347. The funding for Funding Period Five is increased from \$1,326,594 to \$2,025,347. Funds provided under this Amendment will be distributed as outlined in the budgets on pages 2 - 3 of this Amendment. The total amount payable under this Contract, as hereby amended, is increased from \$6,317,418 and shall not exceed \$9,112,430.
3. Section A, subsection A.1, 4) Payment, Payment Schedule, Reductions and Unexpended Funds, a) – g) of the original Contract as previously amended are hereby deleted and the following is substituted in lieu thereof:
 - a) The funding for Year 1 is \$ 1,011,042.
 - b) The funding for Year 2 is \$ 2,025,347.
 - c) The funding for Year 3 is \$ 2,025,347.
 - d) The funding for Year 4 is \$ 2,025,347.
 - e) The funding for Year 5 is \$ 2,025,347.
 - f) The maximum amount of payment made under this Contract shall not exceed \$9,112,430.00.
 - g) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount
20892	WIC Food and Admin / 10.557	1	\$ 986,785
21915	WIC Breastfeeding Peer Counseling (BFPC) / 10.557	1	\$ 21,257
20892	WIC Head Start / 10.557	1	\$ 3,000
20892	WIC Food and Admin / 10.557	2	\$ 1,998,227
21915	WIC BFPC / 10.557	2	\$ 27,120
20892	WIC Food and Admin / 10.557	3	\$ 1,998,227
21915	WIC BFPC / 10.557	3	\$ 27,120
20892	WIC Food and Admin / 10.557	4	\$ 1,998,227
21915	WIC BFPC / 10.557	4	\$ 27,120
20892	WIC Food and Admin / 10.557	5	\$ 1,998,227

21915

WIC BFPC / 10.557

5

\$ 27,120

4. Part I, Section B, Budget of the Original Contract as previously amended is hereby amended to add the following Funding Period Two Budget:

OPTIMUS HEALTH CARE INC Contract Log # 2017-0055-3Contract Start: January 1, 2018Contract End: September 30, 2022Funding Period: October 1, 2018 to September 30, 2019

Budget Summary

Program:		WIC Program One to Five			
Funding Period Start/End:		10/1/2018	TO	9/30/2019	
Fund:		20892			
LINE ITEM	ADMIN	CLIENT SERVICES	NUTRITION EDUCATION	BREASTFEEDING	TOTAL
	25%	25%	25%	25%	100%
1) SALARIES & WAGES	\$190,338	\$190,338	\$190,338	\$190,338	\$761,350
2) FRINGE BENEFITS	\$53,296	\$53,296	\$53,296	\$53,296	\$213,178
3) SUBCONTRACTOR SERVICES	\$214,483	\$214,483	\$214,483	\$214,483	\$857,932
4) CONTRACTED SERVICES	\$5,638	\$5,638	\$5,638	\$5,638	\$22,551
5) SPACE RENTAL	\$25,002	\$25,002	\$25,002	\$25,002	\$100,008
6) SUPPLIES	\$2,460	\$2,460	\$2,460	\$2,460	\$9,838
7) POSTAGE	\$500	\$500	\$500	\$500	\$2,000
8) TELEPHONE	\$3,804	\$3,804	\$3,804	\$3,804	\$15,216
9) PRINTING AND REPRODUCTION	\$0	\$0	\$0	\$0	\$0
10) TRAVEL: IN STATE	\$750	\$750	\$750	\$750	\$3,000
11) TRAVEL: OUT OF STATE	\$0	\$0	\$0	\$0	\$0
12) OTHER COSTS	\$3,289	\$3,289	\$3,289	\$3,288	\$13,154
Total WIC Grant	\$499,557	\$499,557	\$499,557	\$499,556	\$1,998,227

The remainder of page is left blank intentionally

Optimus Health Care Contract Log #2017-0055-3Contract Start: January 1, 2018Contract End: September 30, 2022Funding Period: October 1, 2018 to September 30, 2019**Budget Summary**

Budget Summary						
	Program:	BFPC Program One to Five - Optimus Health Care				
	Funding Period Start/End:	10/1/2017	TO	9/30/2022		
	Fund:	21915				
	LINE ITEM	ADMIN	CLIENT SERVICES	NUTRITION EDUCATION	BREASTFEEDING	TOTAL
		0%	0%	0%	100%	100%
1)	SALARIES & WAGES	\$0	\$0	\$0	\$17,009	\$17,009
2)	FRINGE BENEFITS	\$0	\$0	\$0	\$4,762	\$4,762
3)	SUBCONTRACTOR SERVICES	\$0	\$0	\$0	\$0	\$0
4)	CONTRACTED SERVICES	\$0	\$0	\$0	\$0	\$0
5)	SPACE RENTAL	\$0	\$0	\$0	\$0	\$0
6)	SUPPLIES	\$0	\$0	\$0	\$450	\$450
7)	POSTAGE	\$0	\$0	\$0	\$200	\$200
8)	TELEPHONE	\$0	\$0	\$0	\$1,687	\$1,687
9)	PRINTING AND REPRODUCTION	\$0	\$0	\$0	\$0	\$0
10)	TRAVEL: IN STATE	\$0	\$0	\$0	\$300	\$300
11)	TRAVEL: OUT OF STATE	\$0	\$0	\$0	\$0	\$0
12)	OTHER COSTS	\$0	\$0	\$0	\$2,712	\$2,712
	Total WIC Grant	\$0	\$0	\$0	\$27,120	\$27,120

5. All provisions of this Contract, as hereby and previously amended, except those provisions specifically changed by this or prior amendments shall remain in full force and effect.

The remainder of page is left blank intentionally

[] Original Contract: #2017-0055
[X] Amendment # 3
(For Internal Use Only)

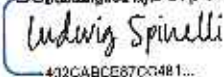
The Contractor herein IS NOT a Business Associate under HIPAA*:

ACCEPTANCES AND APPROVALS:

By the Contractor:

Optimus Health Care, Inc.

Contractor (Corporate/Legal Name of Contractor)


432CABCE87CC481...

1/14/2019 | 12:54 PM EST

Signature (Authorized Official)

Date

Ludwig Spinelli

Chief Executive officer

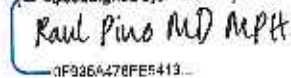
(Typed Name of Authorized Official)

(Title)

By the Department:

Department of Public Health

(Department Name)


0F936A478FE5413...

1/14/2019 | 1:12 PM EST

Signature (Authorized Official)

Date

Raul Pino MD MPH

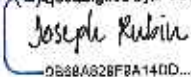
Commissioner

(Typed Name of Authorized Official)

Title

By the Connecticut Attorney General:

(Approved as to form)


0658A82BF8A140D...

1/24/2019 | 10:39 AM EST

Signature (Authorized Official)

Date

Joseph Rubin

Assistant Deputy Attorney General



Service Agreement

Date: 8/2/2019

Customer Information

Customer Status: New Customer

Customer Name: Norwalk Health Department

Billing Address: 137 East Ave Norwalk CT 06851-5702
Street Address State City State Zip Code

Billing Contact: Patricia DiPietro *Phone* 203-854-7776 *Email* pdipietro@norwalkct.org

Order Contact: Rodney Garcia *Phone* 203-854-7799 *Email* rgarcia@norwalkct.org

Altice Bus Contact: Phil Roberts *Phone* 9144579620 *Email* philip.roberts@alticeusa.com

Altice Business Services

The above Customer agrees to the ordering of the following Services:

Order Type: ADD
Service Location Type: Super Target New Build
'A' Location: 137 East Ave, Norwalk, CT 06851
Demarc: 1st Floor Telen Room

Account #:
Service Location Type:
'Z' Location:
Demarc:
Type II: ☐

		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
1	Business Optimum 150	\$74.95	1	\$74.95	\$0.00
2	Optimum Modem	\$9.99	1	\$9.99	\$0.00
3	Optimum Online Static IP - 1	\$20.00	1	\$20.00	\$0.00
4	Network Access Fee	\$3.50	1	\$3.50	\$0.00
5	Optimum Installation of Equipment	\$0.00	1	\$0.00	\$99.99

Service Term: Month to Month

Total Monthly Recurring Charge: \$108.44

Total Installation Charge: \$99.99

For Internal Use Only

Remarks

Terms and Conditions

The parties acknowledge and agree to be bound by the Terms and Conditions and any applicable Addenda attached hereto and/or as set forth at alticebusiness.com. Cablevision Lightpath, Inc. ("Lightpath" or "Altice Business"), with offices at One Court Square West, Long Island City, New York 11120, executes this Agreement on its behalf and on behalf of its subsidiaries, Cablevision Lightpath CT LLC, for Services purchased in CT and Cablevision Lightpath NJ LLC, for Services purchased in NJ. Customers purchasing Hosted Voice Service will be bound by the Hosted Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges including: Universal Service Fund for point-to-point Services.

Optimum Business Services are provided by CSC Holdings, LLC and its affiliates and are subject to the General Terms of Service and the specific product Terms of Service set forth at optimum.net/terms and the Optimum Business Services section of the Terms and Conditions attached hereto. Optimum Business Services are available only in the franchise areas of CSC Holdings, LLC and its affiliates. Customer will not show or display video premium programming (e.g., pay-per-view, HBO, Showtime, etc.) in any of its general public areas such as coffee shops, lobbies, bars, meeting rooms or lounges.

Agreed by:

Customer

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Cablevision Lightpath, Inc.

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Agreement Terms and Conditions

Altice Business Service: All services ("Service(s)") ordered by Customer from Altice Business shall be subject to Altice Business's acceptance of this Service Agreement and any applicable Addenda ("Agreement") listing the Service and fees associated with the requested Service. Product information may be viewed at alticebusiness.com. Service is subject to availability, credit approval, and the following terms and conditions, including those documents identified below and incorporated by reference.

1. **Term:** The initial service term ("Initial Service Term") shall be the period of time listed in this Agreement. Upon expiration of the Initial Service Term, the term of this Agreement shall continue on a month-to-month basis unless thirty (30) days prior written notice of termination is sent by one party to the other party. Altice Business may modify rates on thirty (30) days notice during the month-to-month term.
2. **Commencement of Billing / Start of Service Date:** Billing and the Initial Service Term begin on the day Service becomes available for use ("Start of Service Date"). Service is considered to be available for use when connectivity is established to the Altice Business demarcation point and tested in accordance with the applicable technical specification for the Service.
3. **Termination of Service/Circuit:** Termination of individual circuits or Services and all associated billing provided for under this Agreement shall be effective thirty (30) days after written notification of termination is received by Altice Business. In the event of early termination (i.e. termination of a circuit/Service prior to the expiration of a fixed term for such Service), Customer shall be liable for early termination fees in accordance with the terms of this Agreement.
4. **Payment Terms:** Customer will be responsible for the rates listed in this Agreement and all applicable local, state and federal taxes, charges, assessments and other applicable charges including Universal Service Fund* (USF). Payment for Services is due within thirty (30) days of the invoice date. Customer shall be subject to a finance charge of 1.5% per month on balances over sixty (60) days past due. Invoices may be viewed and managed via the customer portal at alticebusiness.com.

*Subject to the FCC mixed use, 10% Rule (47 CFR 35.15), 4 FCC Red 1352). A valid USF certification exempt form signed by Customer indicating that Interstate P to P transport Services carry 10% or less interstate traffic. Altice Business shall assess USF charges in accordance with FCC rules. USF Certification Form, provided herein, can also be obtained by contacting Technical Support at 1-866-611-3434. Customer will be responsible for informing Altice Business of any changes to the traffic usage on all Interstate P to P transport Services and will inform Altice Business of any such changes by promptly submitting an updated Certification Form.

5. **New Build:** A "New Build" is a site to which Service originates or terminates and to which Altice Business must build or construct new facilities or equipment in order to provide Service. New Build installation shall be subject to, including but not limited to, completion of site survey, municipal permits and right-of-way pole licensing, landlord consent, facility/property access, and conditions outside of Altice Business's control.
6. **Early Termination / Cancellation – New Build:** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Altice Business for all reasonable direct costs incurred by Altice Business prior to Customer cancellation of such Service. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial Service Term as follows: (a) 100% if Customer terminates during the first year; (b) 75% if Customer terminates during the second year; and (c) 50% if Customer terminates after the second year.
7. **Early Termination / Cancellation – Non-New Build ("LIT"):** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Altice Business for installation fees, whether waived or not. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial Service Term as follows: (a) 100% if Customer terminates during the first year; and (b) 50% if Customer terminates after the first year.
8. **Customer Not Ready / Service Delivery Delay:** In the event Customer is not ready ("CNR") for Altice Business to deliver Service and/or complete installation to the Altice Business demarcation point on the projected installation date, Customer must reschedule and accept delivery of Service within ten (10) business days from the projected installation date. If Customer does not allow Altice Business to complete installation within ten (10) business days from such projected installation date, Altice Business will invoice Customer a CNR fee equivalent to the monthly recurring charges for the Service under this Agreement.
9. **Type II Service:** Service provided by a third party ("Type II") is priced on an individual case basis. Type II Service will terminate at the minimum point of entry ("MPOE") demarcation at a serving facility/location. Any required extension of the MPOE demarcation is subject to time and material charges determined on an individual case basis by Altice Business. Customer will be responsible for any additional fees imposed by the Type II Service provider for delivery of Type II Service including, but not limited to, cross connect fees and building access fees.
10. **Optimum Business Services:** Optimum Business Services including, but not limited to, Boost/Ultra, Optimum Online, Voice, Video/TV and Optimum Business Hosted Voice ("Optimum Business Services") are provided to Customer on behalf of CSC Holdings, LLC and subject to the terms set forth at optimum.net/terms and under this Section. Optimum Business Services are available only in the franchise areas of CSC Holdings, LLC and its affiliates. In the event of a conflict between the terms of this Agreement and the Optimum Business Services terms, the Optimum Business Services terms shall control except in the event of early termination, the early termination fees as set forth above shall control.
11. **Altice Business SecureNet Service / Altice Business SecureNet Plus Service:** Altice Business SecureNet Service/Altice

Business SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed Service solution that bundles Altice Business Internet Service (over fiber), Managed DDoS Protection Service, Managed Security Gateway Service, and for Altice Business SecureNet Plus Service, also includes Managed Security Gateway Service with Unified Thread Management, and is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and Managed Security Gateway Service as set forth below.

12. **Audio and Web Conference Service:** Audio and Web Conference Service purchased pursuant to this Agreement is subject to Altice Business Audio and Web Conference Service Attachment Additional Terms and Conditions attached hereto, as applicable.
13. **Business Premier Technical Support Service (BPTS) / Business Premier Protection & Support Service (BPPS):** BPTS/BPPS purchased pursuant to this Agreement is subject to Altice Business BPTS/BPPS Service Attachment Additional Terms and Conditions attached hereto, as applicable.
14. **Contact Center Service:** Call recordings under Contact Center Service purchased pursuant to this Agreement will be stored and automatically deleted after thirty (30) days unless otherwise contracted for. Customer understands that recording a call without the consent of all participants on that call may be illegal in some States. Customer is solely responsible for ensuring compliance with all applicable laws regarding the Service and shall indemnify Altice Business for any third party claims with respect to use of the call recording feature.
15. **Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.
16. **Managed Security Gateway Service:** Managed Security Gateway Service purchased pursuant to this Agreement is subject to Altice Business Managed Security Gateway Service Attachment Additional Terms and Conditions attached hereto, as applicable.
17. **Managed WiFi Service:** Managed WiFi Service purchased pursuant to this Agreement is subject to Altice Business Managed WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
18. **SMART WiFi Service:** SMART WiFi Service purchased pursuant to this Agreement is subject to Altice Business SMART WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
19. **Student WiFi Service:** Student WiFi Service purchased pursuant to this Agreement is subject to Altice Business Student WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
20. **Internet Burstable Feature:** Billing for Internet Service Burstable Feature option purchased pursuant to this Agreement is assessed using the 95/5% calculation rule.
21. **Service Level Agreement:** The [Service Level Agreement](#) ("SLA") at [alticebusiness.com/terms](#) sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA. For customers purchasing Low Latency OTS product or Private Fiber Service, please see Exhibit A for the applicable SLA.
22. **Acceptable Use Policy:** Use of Internet Service must comply with the most current version of Altice Business's [Acceptable Use Policy](#) at [alticebusiness.com/terms](#). Altice Business reserves the right to suspend Service or terminate this Agreement for a violation of the Acceptable Use Policy.
23. **Privacy Practices:** Altice Business's [Privacy Policy](#) at [alticebusiness.com/terms](#) along with Security Procedures sets forth Altice Business's commitment to respecting and protecting the privacy of its customers.
24. **Additional Terms and Conditions:** Services purchased pursuant to this Agreement including, but not limited to, Internet Service, IP Trunking, Remote E-Link, and any other service not currently offered by Altice Business under the state tariffs filed by Altice Business (or its affiliates) and/or Altice Business's Regulations and Schedule of Charges are subject to [Additional Terms and Conditions for Non-Tariff Services](#) at [alticebusiness.com/terms](#).

All other Services purchased pursuant to this Agreement including, but not limited to, voice service(s) are subject to the state tariffs filed by Altice Business (or its affiliates) and/or Altice Business's Regulations and Schedule of Charges as set forth at [alticebusiness.com/terms](#).

25. **Use of Service:** Altice Business's Voice Services are intended for the standard business customer and may not be resold, used for illegal purpose, for completion of excessive auto-dialed or short duration calls with predictive dialers, text broadcast, or for any use that could harm or interfere with the ability of Altice Business or others to use Altice Business's Network ("Prohibited Use"). Altice Business shall have the right to immediately suspend and/or terminate any or all Services provided hereunder without notice to Customer in the event of any Prohibited Use. Customer will be responsible for all charges incurred as a result of fraud, including toll fraud, abuse or unauthorized use of Service. Customers with unlimited usage plans may be subject to usage charges deemed excessive or atypical outside of standard business customer usage, as determined by Altice Business.
26. **Service Limitations:** Customer acknowledges and agrees that (a) criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented; (b) information technology developments, configuration or implementation changes, software modifications

(including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures; and (c) information technology "hackers" and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools which result in ever-growing security risks and potential for causing damage to persons and property. Altice Business does not make any representation or warranty that Customer's or any third party's information technology, software, information, equipment, facilities, or personnel are, or will be, secure or safe from harm or secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding and that Customer has a responsibility to actively monitor the functions of its systems and to back up its data regularly. Altice Business does not provide or represent or warrant that Services or products Altice Business provides will ensure Customer's compliance with any particular law including, but not limited to, any law relating to security or privacy. Customer is solely responsible for complying with the legal obligations of all data protection legislation, in particular with the legality of transmission of data to Altice Business and the legal requirements for processing of data.

27. **Confidentiality:** "Confidential Information" consists of all information disclosed, whether written or oral, by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement which is non-public and which is either marked or otherwise communicated as being "proprietary" or "confidential" or where such information is, by its nature, confidential. Confidential Information includes but is not limited to the Disclosing Party's customers or prospective customers, business plans, pricing, optimization recommendations and network designs. Information that is independently developed by the Receiving Party, is lawfully received by the Receiving Party free of any obligation to keep it confidential, or becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information. Confidential Information is the property of the Disclosing Party and shall be destroyed or returned to the Disclosing Party upon request provided that either party may retain Confidential Information to the extent required by applicable rule, regulation or law.

The Receiving Party shall: (a) use such Confidential Information only for the purposes of performing this Agreement and using Services; (b) reproduce such Confidential Information only to the extent necessary for such purposes; (c) restrict disclosure of such Confidential Information to employees, agents and subcontractors that have a need to know for such purposes; (d) advise those employees, agents and subcontractors of the obligations of confidentiality under this Agreement; (e) not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.

28. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures executed and transmitted by electronic signature, photocopy, email PDF or facsimile shall be considered authentic and legally binding to the same extent as an original.
29. **Entire Agreement:** The terms and conditions listed above and those documents identified above constitute the entire agreement between the parties concerning Service and supersede all other representations, understandings or agreements which are not fully expressed herein, whether oral or written. This Agreement is binding as of the date it has been fully executed by all parties. No amendment to this Agreement shall be valid unless in writing and signed by all parties.

CPNI Security Procedures Policy

Alice Business is committed to respecting and protecting your privacy. Alice Business utilizes specific procedures to protect customer proprietary network information (CPNI) and these procedures are summarized in this CPNI Security Procedures Policy ("Policy").

1. CPNI Defined & Described

CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service or interconnected VoIP service subscribed to by any customer and that is made available to the carrier by the customer solely by virtue of the service provider-customer relationship; and information contained in the bills pertaining to telephone exchange service, telephone toll service, or interconnected VoIP service received by a customer of a telecommunications carrier or interconnected VoIP provider.

CPNI includes call detail records (CDRs), which contain information that pertains to the transmission of specific telephone calls, including, for outbound calls, the number called, and the time, location, or duration of any call and, for inbound calls, the number from which the call was placed, and the time, location, or duration of any call. CPNI does not include information that does not fall within the above definition.

CPNI does not include the Customer's name, telephone number or address.

2. Access To CPNI

2.1. Over-The-Phone

a. Customer Request for Call Detail Records (CDRs).

Alice Business will not provide CDRs over the telephone to callers who contact Alice Business. If a Customer can identify a call, Alice Business may assist the Customer with regard to that call only.

b. Customer Request for Non-CDR Information.

- i. If a caller requests that Alice Business discuss and disclose non-CDR CPNI over the phone, Alice Business will request certain account information. This information will be verified by Alice Business.
- ii. If the Customer cannot be verified, Alice Business will not discuss or provide non-CDR CPNI to the caller.

c. Customer Request for Online User Name, Password & Security Question.

- i. If a caller requests an online User Name, Password or Security Question, the caller will be directed to the Alice Business website.
- ii. If a Customer has misplaced or forgotten the Password and Security Question, the caller will be referred to the website to reset the Password. If the caller requires assistance to reset the Password, Alice Business will request certain account information. This information will be verified by Alice Business.
- iii. If the Customer cannot be verified, Alice Business will not reset the User Name, Password or Security Question.

2.2. Mail

- a. A Customer may obtain specific CPNI by sending a written request to lightpathsupport@alticeusa.com with account information to verify the Customer.
- b. If the Customer cannot be verified, Alice Business will contact the Customer listed on the account. If the Customer listed on the account confirms the request, Alice Business will require a second written request from the Customer listed on the account.

2.3. Online

- a. To gain access online to CPNI, a Customer must provide a Username and Password.
- b. To establish a Username and Password, a Customer must complete and submit an online form with certain account information. This information will be verified by Alice Business.
- c. If the information provided on the form is inaccurate and cannot be validated, Alice Business will contact the Customer

listed on the account.

- d. If a Customer forgets the Username or Password, the Customer must provide certain information associated with the account. This information will be verified by Altice Business.

2.4. On Site

CPNI is not available from retail locations.

3. Account Changes

Altice Business will not send a Customer any specific notification of account changes such as when a Password, a response to a Security Question, online account or address of record is created or changed.

4. Confidential Nature Of These Procedures

To ensure that Altice Business is able to protect your CPNI in the manner contemplated by this Policy, we require that Customer strictly maintain the confidential nature of this Policy. Customer shall not disclose, and shall not permit, allow or facilitate any disclosure of, this Policy or any of its contents to any third parties. Customer agrees to preserve the proprietary nature of the Policy and will promptly notify Altice Business if any of its contents have been disclosed or revealed to any third party.



VII.E

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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

RE : BEN FRANKLIN CENTER – RENEW FAMILY &
CHILDREN’S AGENCY’S LEASE

DATE: AUGUST 27, 2019

Family & Children’s Agency (FCA) is currently leasing the second and the third floor of Ben Franklin Center for its afterschool programs and administrative offices. The lease for the third floor (approximately 7,823 square feet) is due to expire on August 31, 2019 and the second floor lease (approximately 5,732 square feet) is due to expire on February 28, 2020.

As FCA’s programs at Ben Franklin Center have been very successful in providing services to children in the community, FCA would like to request the consolidation of the two leases into one lease for 5 additional years from September 1, 2019 to August 31, 2024. The utility payment per square foot per year would increase by 10% from \$2.50 to \$2.75. The remaining terms of the agreement will remain unchanged which include a termination notification clause.

Attached is a copy of FCA’s request.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a lease agreement with Family and Children’s Agency for the use of portions of the second floor and third floor of Ben Franklin Center for its children afterschool programs and administrative offices for a period of 5 years, beginning on September 1, 2019 to August 31, 2024. Annual utility payment shall be increased from \$2.50 per sq ft to \$2.75 per sq ft.



Family & Children's A G E N C Y

8 Mott Avenue
Norwalk, CT 06850
Tel: (203) 856-8765
Fax: (203) 858-3325
www.FamilyandChildrensAgency.org

Chairman
Lisa Lillie

Vice-Chairman
Charles Pieterse
Maria Wilcox

Secretary
Rick Morber

Treasurer
Richard Zaremski

Vice-Treasurer
Wenton Campese

Chief Executive
Juliano Greenfield

At-Large
Mark Lux

Directors
Georgia Adams
Audrey Andino
David Barakat
Susan Bayman
Mary-Pat Cahill
Michelle Dwyer
Dianne Green
Kristine Reddingham-Barlyn
Nadine Hughes
Rachel Lissman
Lisa Lillie
Virginia Martin
Kathleen P. Murphy
William D. Murphy
Daniel O'Connor
Kevin Scappellato
Jordan Scott
Michael Stein
Douglas Stein
Sharon Sullivan
Brian Vondig
Trish Weber

Senior Board of Advisors
Stephen Beck
Mark Brown
Jill Cimbric
Ana Goizuelo
Matthew Greene
Stacy Holman
Raymond Moskowitz
Dana Nickol
Maurice Segall
Charlotte Taverna
Donna Walker
William D. Woloski
Sheryl Williams

August 26, 2019

Alan Lo
Buildings and Facilities Manager
City of Norwalk
P.O. Box 5125
Norwalk, CT 06856-5125

RE: Lease at Ben Franklin Center

Dear Alan,

On behalf of Family and Children's Agency, I formally request that our two leases at Ben Franklin be put on the same lease cycle and terms. I further request that you consider a five (5) year lease beginning September 1, 2019 and running through August 31, 2024 for both of the spaces we rent on the second and third floor there. We understand that utility costs will rise during the lease period so I understand that our current charge of \$2.50/sq. ft. may need to be increased. If this increase can remain at 10% (\$2.75) for the duration of the lease that would be of great help. As you know as a nonprofit we try to contain our costs as much as possible with a focus on the delivery of services to our clients.

Please let me know if you have any questions or are in need of further information. Many thanks to you and the City of Norwalk for your strong partnership with FCA.

Best,


Robert F. Cashel
President & CEO



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 & BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

RE: NATHANIEL ELY ROOF TOP UNITS REPLACEMENT

DATE: AUGUST 28, 2019

There are two roof top units (RTU's) on the gym roof which provide cooling to the gym. They were installed in 2002 and are in need of replacement due to ongoing maintenance and repair issues.

As part of the replacement of these units, we will also dismantle one steam heating unit that provides heating to the gym. This unit was installed in 1990 and it is beyond its life cycle with replacement part nonexistence. The two new RTU's will provide heating and cooling and will improve energy efficiency.

On August 1, 2019 the City's Purchasing Department solicited bids for the replacement of the roof top units. The City received five (5) bids. As part of FY 2020 \$94,000 for this project was allocated. All State Construction is the apparent low bidder. They had successfully completed mechanical improvement projects for the City in the past.

FIRM	Lump Sum Proposal Price
All State Construction Inc.	\$60,433.00
Controlled Temperatures, Inc	\$62,450.00
Sav-Mor Cooling & Heating, Inc.	\$64,300.00
Universal Building Services, LLC	\$77,981.64
Southport Contracting Inc	\$115,000.00

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with All State Construction Inc. for the Nathaniel Ely Roof Top Units Replacement project for a total not to exceed \$60,433.00. Funds are available from account 0920 7100 5777 C0266.
- b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$6,043.00.



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
RE : PONUS SCHOOL – EVERSOURCE ENERGY REBATE
DATE: AUGUST 27, 2019

As part of our efforts to design the Ponus Ridge School renovation and addition project in meeting and, where possible, exceeding the energy efficiency requirements, please be advised that Eversource has completed their review of the project. I am pleased to advise you that this project has exceeded the normal energy efficiency requirements and Eversource is projecting that the City may receive incentive rebate in the amount up to \$320,805. The actual amount would be subject to final audit of equipment installed. Attached is the cover letter of the agreement to be executed by the Mayor.

On a side note, beside Eversource incentives, we are executing separate lease agreement with Greenskies for the installation of photovoltaic panels on the new addition. Photovoltaic panel project is partially funded with energy credits.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with Eversource to receive Energy Efficiency Incentive Payment for the Ponus School Addition and Renovation Project for an amount up to \$320,805.00.



107 Selden Street
Berlin, CT 06037

July 19, 2019

Alan Lo
Building and Facilities Manager
City of Norwalk
125 East Avenue
Norwalk, CT 06856

Reference: Letter of Authorization for Energy Efficiency Project #: CT18-1167409
Ponus Ridge School - Norwalk, 21 Hunters Lane, Norwalk, CT 06850

Dear Alan Lo:

Congratulations on choosing to make your business energy efficient! Eversource is pleased to present you with the details of your energy incentive application for the upcoming project at your **Norwalk, Connecticut facility**. Should you decide to move forward with the project as submitted, you are eligible for a financial incentive of **\$320,805.00**. The energy efficiency measures (EEMs) and energy savings included in your project are outlined in the attached Exhibit A(s).

To be eligible for an incentive payment, all EEMs must be installed and accepted by both City of Norwalk and Eversource by **December 14, 2022**. Failure of City of Norwalk to install all EEMs as described in the attached Exhibit A(s) by **December 14, 2022** may disqualify City of Norwalk from receiving an incentive. Incentive payment(s) will be made to the **City of Norwalk, 125 East Avenue, Norwalk, CT 06856** following inspection and final approval by Eversource.

No payment shall be made for EEMs not listed in Exhibit A(s) or for EEMs installed before the customer receives this Letter of Authorization (LOA). City of Norwalk may propose changes to the scope of this LOA by giving written notice to Eversource prior to completion. Without prior written approval by Eversource, Eversource may not recognize any changes implemented.

Please contact Eversource upon project completion to ensure that a post inspection of the installed EEMs is scheduled in a timely manner.

If you have any questions regarding this letter or the documents contained in the packet, please contact your Energy Efficiency Consultant: **Jillian Corley, 860-665-3688** or jillian.corley@eversource.com.

Signature of Company Official

John Kibbee

Name (Print)

Manager - Energy Efficiency

Title of Company Official

07/19/2019

Date

Signature of Participant Official

Name (Print)

Title of Participant Official



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 *L*

RE :NORWALK HIGH SCHOOL-WOOD DOOR/PANELING REPLACEMENT
AND BLACKBOX THEATER/MEDIA PATHWAY, LEARNING
COMMONS, MAIN ENTRANCE APPROVAL OF A CONSTRUCTION
MANAGER (CM)

DATE: September 4, 2019

Norwalk High School has an enrollment of 1,616 students. The building was constructed in 1971 and has approximately 310,000 square feet. In 2005, the City implemented a major improvement project which included the construction of a new science wing, a new music wing, replacement of the HVAC system, various infrastructure improvements and code updates. Most of the work was reimbursable by the State leaving substantial needed, but non-reimbursable, improvements untouched.

In November 2014, the Norwalk Board of Education initiated a district wide Facilities Improvements Study to identify system wide needs. The study consisted of three components: a) evaluate existing building physical conditions and identify improvement needs; b) assess current student enrollment statistics, develop enrollment projections and identify space deficiencies; and c) develop a building improvement strategy in response to enrollment needs.

The final Facilities Improvement Plan identified specific deficiencies in each of Norwalk's schools, including Norwalk High School, and recommendations to correct them. Parallel to this effort, in March of 2017, the Norwalk High School's School Governance Council, prepared a study of their own, identifying

programmatic and aesthetic improvements for Norwalk High School. Subsequent to the Board of Education's approval of the Facilities Improvement Plan, the City allocated \$1,500,000 as part of the City's 2017-2018 Capital Budget and \$5,000,000 as part of the City's 2018-2019 Capital budget for improvements at Norwalk High School as well as an additional \$5,000,000 as a special appropriation in September of 2018 for a total project budget of \$11,500,000.

With the approval of the budget in April of 2017, the school facilities improvement team (the Team), consisting of City staff, Norwalk Public Schools staff and members of the Norwalk High School, School Governance Council met to review both the Board of Education's Facilities plan and the Norwalk High School's Governance Council's report to identify and collate projects into specific categories; reimbursed projects and non-reimbursed projects.

The direction received from the team was to proceed with state reimbursed projects first. As a result the team identified reimbursable projects such as the replacement of the wood paneling and wood doors throughout the High School. Initially this work was going to be a simple re-finishing however it was noted by Silver Petrucelli Architects, the architectural firm for this phase of work, that the wood doors and paneling should be tested for PCB containing materials. They were tested and found to be above State of Connecticut standards for PCB containing Materials. As a result, the materials had to be removed and replaced. Other projects identified as reimbursable were the creation of a Black Box Theater/Media Pathway, Conversion of the existing Library to a Learning Commons, and Security Improvements to the Main Entrance. Knowing these projects would not be able to be completed in one summer and the extensive coordination required (field measuring doors and lead time of paneling replacement materials) it was agreed that the best delivery method would be by construction manager (CM).

The City issued a RFP for CM services for the projects and we received 2 responses; A.P. Construction and Newfield Construction. Both firms have previously worked with the City, successfully, therefore our selection was based upon proposed costs and fees. As a result, we are recommending Newfield Construction for this project. Newfield Construction submitted the lowest fee structure and they are currently working on the Ponus Ridge expansion as well as at Norwalk High School on the Culinary Expansion and Bathroom Renovation Project. Additionally, Newfield Construction 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, develop cost estimates, provide value engineering services, develop project phasing plans, and assemble the construction bid packages to manage the bid process in conjunction with the City's Purchasing Department. CM fees are broken down into the following categories:

STATE PROJECT No. 103-0250 A/CV

- A. Preconstruction Services - \$15,000
- B. CM Fee – 2.50% (Estimated at \$46,240)
- C. CM Contingency – 2.00% (free balance will revert back to the City)
- D. Total Trade Contractors' Costs – To be determined subsequent to bidding
- E. General Condition Costs – \$91,000 (estimated).

STATE PROJECT No. 103-0252

- A. Preconstruction Services - \$25,000
- B. CM Fee – 2.50% (Estimated at \$68,904)
- C. CM Contingency – 2.00% (free balance will revert back to the City)
- D. Total Trade Contractors' Costs – To be determined subsequent to bidding
- E. General Condition Costs – \$167,000 (estimated).

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 Norwalk High School Wood Doors & Paneling Replacement Project State Project No. 103-0250 A/CV. Terms of the agreement shall include the following:

Preconstruction Phase Services (including reimbursable allowance)	\$15,000
--	-----------------

CM Fees (% of total trade bids)	2.50%
CM Contingency (% of total trade bids)	2.00%

Following bidding process, final contract price (GMP) will be submitted to the Common Council for approval. Acct. #09195010 5777 C0619 & Acct. #09205010 5777 C0619

ACTIONS REQUESTED:

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

Preconstruction Phase Services (including reimbursable allowance)	\$25,000
CM Fees (% of total trade bids)	2.50%
CM Contingency (% of total trade bids)	2.00%

Following bidding process, final contract price (GMP) will be submitted to the Common Council for approval. Acct. #09195010 5777 C0619 & Acct. #09205010 5777 C0619



DEPARTMENT OF ADMINISTRATIVE SERVICES

May 31, 2019

Dr. Steven Adamowski
Superintendent of Schools
Norwalk Public Schools
PO Box 6001
Norwalk, CT 06852-6001

Dear Dr. Adamowski:

Subject: Application and Grant Commitment for a Proposed School Building Project

You have recently submitted a school construction grant application for **Code Violation** project at **Norwalk High School**. Effective **May 31, 2019**, should **Norwalk** fully comply with all statutory and regulatory school construction procedures and policies, the State of Connecticut approves a grant commitment to reimburse the City of Norwalk **32.50 percent** of eligible final project costs as reported at the end of this project. To the extent that Norwalk's cost projection of **\$2,148,611** accurately reflects final eligible project costs, you can forecast a state grant based on 32.50 percent of that figure. Said reimbursement is based upon your funding authorization date of **June 12, 2018**.

This project has been authorized as a Code Violation only. Costs outside the scope of this authorization shall be ineligible for reimbursement

The following identification number has been assigned and must be used on all subsequent submissions relating to this particular project:

State Project No. 103-0250 CV

NOTE: This grant commitment is subject to plan approval.

This letter does not constitute approval for bid purposes. Effective July 1, 2013, construction projects cannot go to bid until the Department of Administrative Services has approved the final plans and specifications for the projects and the district has received written notice of such approval. If the district requests state acceptance of *local plan review and approval*, the project cannot go to bid until the Department of Administrative Services has approved the local officials' certifications and you have received written notice of such approval.

Dr. Adamowski
May 31, 2019
Page 2

Connecticut General Statute, Section 10-284(b) allows the Commissioner of Administrative Services to disapprove a project if construction has not started prior to **May 31, 2021**. Start of construction is defined in Section 10-282 (9) of the Connecticut General Statutes as "the date on which the general construction contract or the first phase thereof, purchase agreement or leasing agreement is signed by the authorized agent of the town or regional school district."

If you have any questions, please contact Robert Ficeto at 860-713-6481.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Diamantis", written over a horizontal line.

Kosta Diamantis
Director
Office of School Construction Grants & Review

cc: Noel Petra
Tom Reault
Robert Ficeto
Jim Giuliano



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Contact Information:

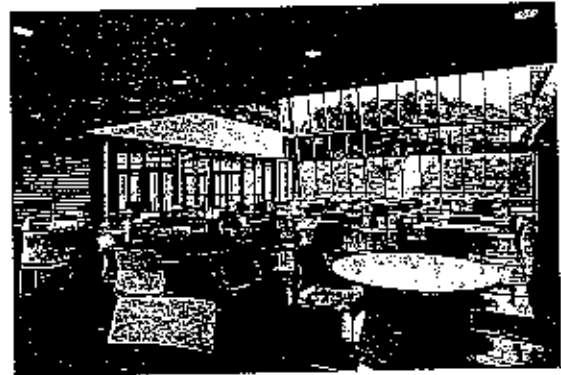
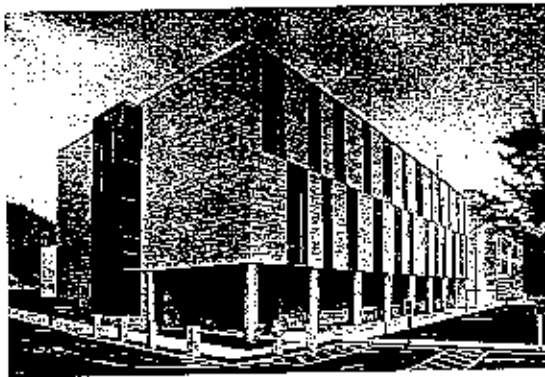
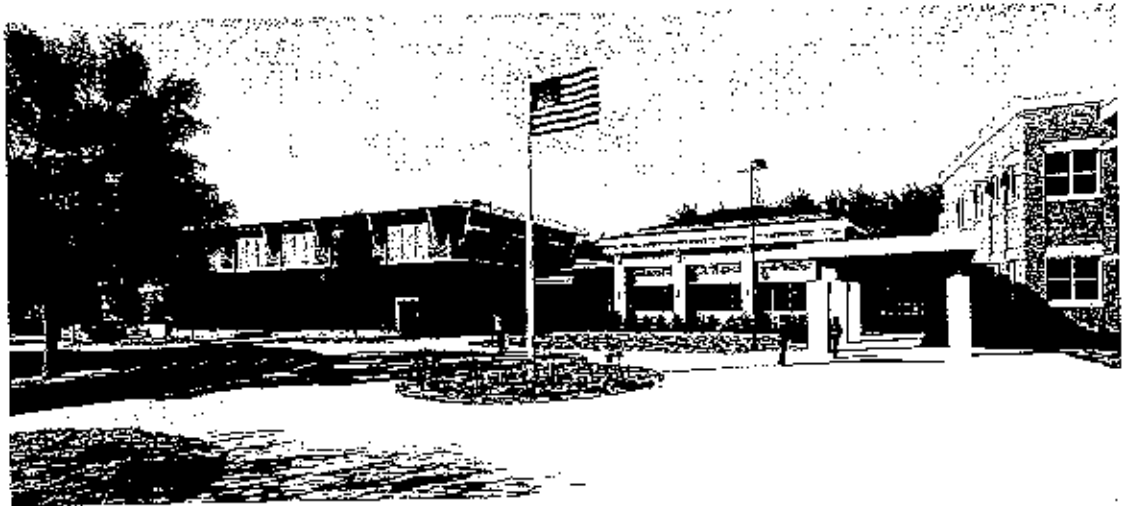
Robert Daddona, Jr.
Vice President
Business Development

225 Newfield Avenue
Hartford, CT 06106
Phone: (860) 509-3024
Fax: (860) 853-1712

RobertDaddona@
newfieldconstruction.com

Website Address:
newfieldconstruction.com

EXECUTIVE SUMMARY



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

PHILOSOPHY

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

PROJECT APPROACH

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



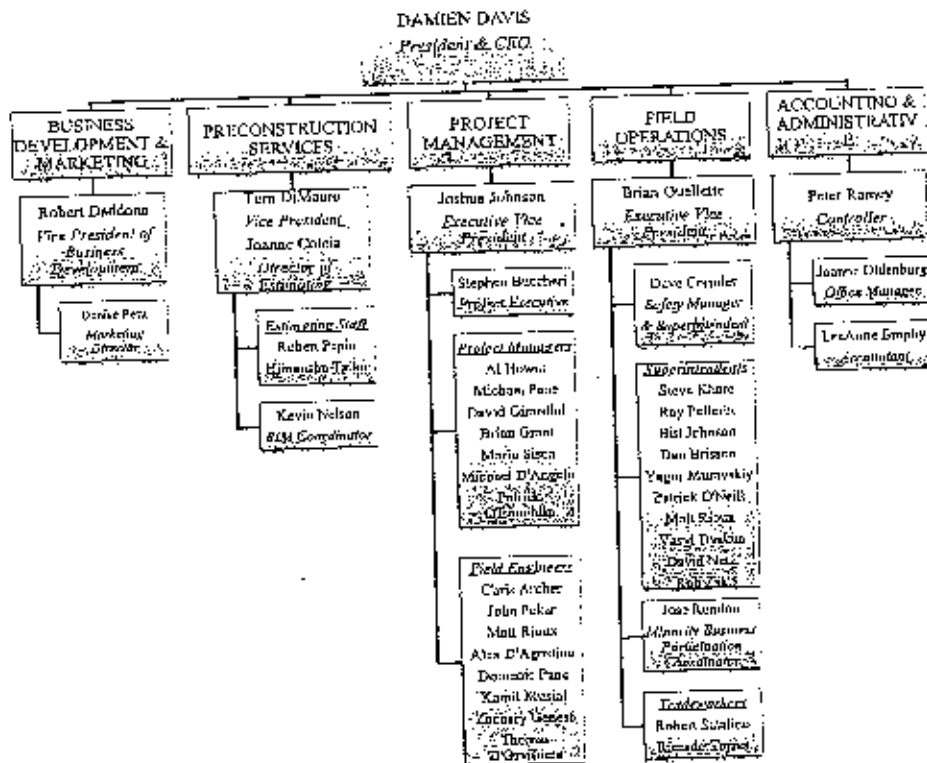
NEWFIELD CONSTRUCTION - KEY FACTS

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

Local Municipal and Educational Clients include:

ACES Area Cooperative Educational Services
 City of Hartford Public Schools
 City of New Britain
 Town of Southington Public Schools
 Town of East Haddam Public Schools
 Town of Canton Public Schools
 Town of Westport Public Schools
 City of Norwalk Public Schools
 City of Waterbury Public Schools
 Town of Bloomfield Public Schools
 City of Bridgeport Public Schools
 Town of Wethersfield Public Schools
 Town of East Granby Public Schools
 Town of Rocky Hill Public Schools

CORPORATE ORGANIZATIONAL CHART





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PRECONSTRUCTION PHASE SERVICES

Newfield Construction is accustomed to working closely with design teams during preconstruction to provide budgets, value engineering, constructability of MEP systems, and developing bid packages to maximize MWBE set aside requirements. This extra effort during preconstruction assures a highly detailed set of bid documents that significantly reduces RFI's and Change Orders. In addition, we are poised to assist our clients with the paperwork and backup necessary for federal loan closure.

MEETINGS AND MONTHLY REPORTS

Throughout the project the Project Manager will attend, at a minimum, bi-weekly meetings as required, and prepare monthly summary reports detailing the status of the budgets, the status of the schedules, major decisions required by all parties and critical events occurring in the next month.

CONSTRUCTABILITY REVIEW

Newfield is known in the industry for the depth and quality of our constructability reviews. We pay particular attention to the constructability of MEP systems and have found BIM models particularly helpful for MEP trade evaluation and coordination. Newfield reviews the drawings and specifications to make sure the mechanical and electrical roughing, fixtures and equipment are coordinated with information shown on civil, architectural, structural, equipment and furniture bid documents. We rely on clash detection during the preconstruction phase to mitigate any potential issues that may arise. By eliminating the clashes among MEP systems, the process runs smoothly and mitigates any delays based on the RFI process.

A formal report is prepared by the Newfield team with each estimate outlining areas in the design document that need to be clarified and addressed in greater detail. Newfield believes extra diligence during preconstruction pays huge dividends during construction.

PROCEDURES MANUAL

We will develop a Project Procedures Manual indicating document distribution requirements and design approval procedures and anticipated preconstruction schedule.

SCHEDULE DEVELOPMENT

Schedule Development is a critical tool required to maintain the focus and pace of the project. Newfield Construction will develop a preconstruction schedule allowing time for the various design phases and associated owner, federal, state and local approvals. The schedule will identify the various preconstruction and construction phases and responsibilities of all the vested partners so that the project advances as planned.

PROJECT MASTER SCHEDULE

We will prepare a Project Master Schedule with input from all team members and will graphically depict the interrelationships and durations for all project activities. It will be based on the most current Critical Path Method and will show the following items:

- Schedule of Approvals from all governmental bodies including City, County and State/Federal Authorities
- Schedule of Architect/Engineer activities
- Schedule of long-lead materials and equipment
- Schedule of major construction activities

This schedule will include any recommendations for potential ways to shorten the overall duration and allowing us to optimize the construction process and determine precisely the manpower requirements during all construction periods.



SITE LOGISTICS PLAN PREPARATION

The Newfield team will meet with the building committee and City officials to fully understand the needs of the High School project as it relates to ongoing operations. We will work closely with the team to develop a specific logistics plan to minimize any and all potential disruptions. Parking and outdoor activities will be considered to ensure construction operations run smoothly and laydown areas and contractor parking do not interfere.

Site specific conditions will be reviewed and evaluated to determine existing structures and obstructions, access, potential hazards and on-going activities. A plan will be developed detailing access for equipment and materials, location of equipment, laydown for materials, lifting plans, temporary structures and elevators, safety procedures and site security.

MATERIAL/EQUIPMENT SELECTION

Materials, equipment and operational coordination will be determined early in preconstruction by communicating with the entire team in conjunction with the desires and requirements of the City while remaining in compliance with the established schedule.

If the schedule indicates long-lead material or equipment we will review the various options that could be employed to meet the required end date. If required, we will communicate with Norwalk and determine the need to approve early purchases of materials/equipment or award of contracts working closely with the Team to assure the necessary design items are accelerated to meet the schedule.

CONCEPTUAL ESTIMATE

Based on the existing documentation (i.e., most current issues of program requirements, drawings and specifications supplemented via discussion) we will prepare a detailed line item trade-by-trade estimate. This Conceptual Estimate will include:

- A list of Documents with Issue Dates
- A list of Assumptions, Qualifications and Allowances
- A list of Excluded Work (if any)

If the Conceptual Estimate exceeds the Project Target Budget we will work with the Team to look for alternates consistent with the project goals that will bring the estimate within the targeted range.

FINAL CONCEPT AND DESIGN DEVELOPMENT ESTIMATE

Throughout the Design Phase, we will continuously monitor all Design Documents to ensure their compliance with the Target Budget. At the final Concept, Schematic Design checkpoint and Design Development drawing level, we will again prepare a detailed line item estimate based on quantity takeoffs derived from drawings and specifications as they then exist.

In preparing these, and any supplemental estimates, Newfield will rely primarily on our own in-house estimating staff and data. We will provide continuous Cost Control via supplemental estimates which will be prepared as required during design. As the Architect/Engineer prepares each issue of drawings and specifications, Newfield's Project Manager will work together with the Estimating Department to develop a complete quantity takeoff and pricing to assure that the Target Budget has not been exceeded.

CONSTRUCTION MARKET ANALYSIS

We will analyze construction market factors that could impact the construction of the facility. There are three areas we will examine:

- Local labor conditions;
- Management and financial capability, quality and workload of subcontractors;
- The amount of competing work within the geographical area anticipated to be under construction during the time the facility will be built.

We will determine the anticipated area workload via the responses of the local unions and contractors supplemented by our in-house knowledge of announced construction projects gained from industry contacts and reports from various marketing services. Based on the results of these studies we will recommend strategies that best address the market conditions encountered.



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COMMUNITY RELATIONS PROGRAM

We will establish procedures for the following items:

- Traffic Control
- Noise Control
- Dust Control
- Run Off and Erosion Control
- Site Maintenance
- Site Security

BUDGET AND COST CONTROL

Cost Control begins with the project budget process in preconstruction. Cost budgets are initially broad, based on schematic design, and will become more detailed by the conclusion of the design phase. This budget will eventually become the basis for Cost Control during construction.

Newfield Construction draws upon our database of historic and current construction costs to provide accurate construction budgets. Newfield develops major milestone budgets at three important stages of design; the schematic, design development and construction document phases. The Project Team is continually provided with complete budget detail to facilitate understanding of the project cost structures. Newfield believes that clear and accurate cost feedback is the key to a successful preconstruction phase.

BID PACKAGE PROCESS & DEVELOPMENT

During the bid process the schedule will become a part of the contract documents for construction so that all bidders are aware of the required timeline. 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. The schedule will also indicate durations for installation of work.

- **Development of Bid Packages** - Our bid packages are created specifically for individual project needs. Our bid packages will be tailored to the scope of work and participation requirements of the City of Norwalk. Detailed descriptions of the scope of work will be provided to ensure bidders' clear understanding of what their trade package includes to prevent overlap of scope with other bidders and reduce the likelihood of errors and omissions in their bids.
- **Trade Contractor Interest** - In addition to the normal procedures of advertising, we will publish the invitation to bid in trade notices and public media. Newfield will contact specific well-qualified trade contractors and encourage their involvement in the project.
- **Outreach** - We will hold outreach sessions for local communities so that businesses and workforce members are informed and have the opportunity to work on this project.
- **Bidding Process** - An adequate period will be allowed for bidding. Newfield will facilitate distribution of bid documents and bid addenda as required. A pre-bid meeting will be conducted and a process will be established for responding to trade contractor bid questions.
- **Review of Bids & Award** - After bids are received, Newfield will conduct scope review meetings with the low bidders. Based on these reviews, Newfield will make award recommendations to you.

**2.1 PRICING RESPONSE FORM, RFP # 3945 - C.M. Services for Norwalk High School
Miscellaneous Projects State Project No's 103-0250 A/CV & 103-0252**

Firm Name - Newfield Construction Group, LLC		
Address - 225 Newfield Avenue, Hartford, CT 06106		
Phone - 860-509-3024	Fax - 860-953-1712	Email - robertdaddona@newfieldconstruction.com
Manager - Damien Davis, President/Robert Daddona, VP Business Development		Fed ID# 47-3926484

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

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

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

**1. PROPOSED FEES: Replacement of Wood Paneling/Removal & Replacement of Wood Doors
State Project No. 103-0250 A/CV**

A. Preconstruction Phase Services Fees: Lump Sum in number and words based on the schedule of services.	
\$15,000.00	Fee in words Fifteen Thousand Dollars
B. CM Fees: in numbers and words: Express as a percentage cost of construction (trade costs).	
2.5 %	Fee in words Two and One Half Percent
C. General Condition Fees: in numbers and words based on the schedule of services, and Exhibit B "CM schedule of values". Include copies of completed Exhibit. This fee is provided for general information purposes based on CM's understanding of the project. General Conditions fees shall be adjusted accordingly as part of the GMP amendment.	
\$91,000.00	Fee in words Ninety-One Thousand Dollars

D. Contingency Fees: in numbers and words, Express as a percentage cost of construction	
2.0 %	Fee in words Two Percent

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

Replacement of Wood Paneling/Removal & Replacement of Wood Doors

Name & Title		% Involved	Hourly Rate	
A	Stephen Buccheri	Project Executive	10%	\$145
B	Chris Archer	Project Manager	50%	\$130
C	David Cormier	Superintendant	100%	\$125
D	Zachary Genest	Project Engineer	100%	\$75

3. Black-box Theater/Media Pathway, Learning Commons, Main Entrance

State Project No. 103-0252

A. Preconstruction Phase Services Fees: Lump Sum in number and words based on the schedule of services.	
\$ 25,000.00	Fee in words Twenty-Five Thousand Dollars
B. CM Fees: in numbers and words: Express as a percentage cost of construction (trade costs).	
2.5 %	Fee in words Two and One Half Percent
C. General Condition Fees: in numbers and words based on the schedule of services, and Exhibit B "CM schedule of values". Include copies of completed Exhibit. This fee is provided for general information purposes based on CM's understanding of the project. General Conditions fees shall be adjusted accordingly as part of the GMP amendment.	
\$ 167,050.00	Fee in words One Hundred Sixty-Seven Thousand and Fifty Dollars
D. Contingency Fees: in numbers and words, Express as a percentage cost of construction	
2.0 %	Fee in words Two Percent



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 *AL*

RE : JEFFERSON ELEMENTARY SCHOOL

DATE: September 4, 2019

The Board of Education at their April 23, 2019 regular meeting voted to re-allocate previously approved funding to supplement the budget shortfall for three school construction projects: New Columbus at Ely, Jefferson Renovate-as-New, and Norwalk Global Academy. With the special appropriation in place, the City moved forward submitting a grant application to the Office of School Construction Grants and Review (OSCGR) in June of this year. Subsequently the City issued a Request for Qualifications/Proposals (RFQ/P) for architectural services for the Renovate-as-New project at Jefferson Elementary.

The Jefferson Elementary School Renovate-as-New project, part of the BOE's plan to overcome the 900 elementary seat shortage, is scheduled to include the infill of the lower area (now the driveway) to accommodate a Pre-K program, relocation of the administration suite to the lower level, the addition of a gymnasium to separate the cafeteria from the gym, mechanical upgrades for energy efficiency, bus and vehicle circulation improvements, the removal of the portables and an overall renovation to the building to bring it to a 20 year standard as required of a renovate-as-new grant application.

The City received 9 responses to the RFQ/P and conducted interviews with 3 of the firms, Silver Petrucelli + Associates, Friar Associates and Antinozzi Associates. After the interviews the sub-committee, consisting of Tom Livingston, Alan Lo,

Sharon Connors, Bill Hodel and Nick Brophy, selected Antinozzi Associates as the most responsible, responsive respondent.

Firm	Fee
Antinozzi Associates	\$1,565,500
Friar Associates	\$1,553,825
Silver Petrucelli + Associates	\$1,455,000

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Antinozzi Associates to provide architectural services for the Jefferson Elementary School – Renovate-as-New project State Project No. 103-0251 for a total amount not to exceed \$1,565,500 Acct. #09195010 5777 C0619**
- b. **Authorize the Mayor, Harry W. Rilling to establish a contingency for reimbursable expenses and additional services as may be required for a total not to exceed \$50,000.**

SCOPE OF SERVICES

Antinozzi Associates will lead all professional services associated with architecture, interior design, high performance design, and FF&E. In addition to the architectural and interior design staff assigned to the Jefferson Elementary School project, Antinozzi Associates is known for teaming with engineers and design consultants who have specific experience for the project at hand. As the prime consultant for this project, we will also lead this selective team of professionals to meet the established design goals, budget, and schedule of the project.

We have worked successfully with these consultants on many other institutional projects, including public school projects, and they all have a solid understanding of the scope of services relevant to this project. It is essential to our overall project approach that we integrate a strong communication stream with our engineers and consultants. The development of a school design does not just come from the architect - we must ensure that the plan we bring forward to you makes sense on all levels, whether related to educational specifications, demographics, financing, technology, cost estimating, or existing conditions.

For all other required design services, we have selected the consultants listed to the right who are experienced, knowledgeable, and readily available to perform on this project. We will ensure they are acceptable to the NFCC prior to the start of the project. Firm profiles and experience can be found in the pages that follow.

Consulting Engineering Services

Middletown, CT
MIE/PIFP and Energy Modeling

e2 Engineers

New London, CT
Structural Engineering

Stantec

New Haven, CT
Site/Civil/Traffic Engineering

Hygenix

Stamford, CT
Environmental Consulting

Raymond/Raymond Associates

Goshen, NY
Food Service Design

Jaffe Holden

Norwalk, CT
Acoustical Design

Theater Design, Inc

Cold Spring, NY
Theater Consulting

D'Agostino & Associates

Bridgeport, CT
Security/Technology

Pan American Consulting Services

Chester, CT
Cost Estimating

Design services excluded: Geotechnical Engineering (budget \$24,000 if needed), Special Inspections, and Record 'As-Built' Drawings, Life Cycle Cost Analysis, Energy Rebate Application, and Reimbursable Expenses



THE ANTINOZZI ASSOCIATES DESIGN TEAM

At Antinozzi Associates, we differentiate ourselves from larger architectural firms by possessing the ability and dedication to have personal Principal involvement throughout every phase of a school study - regardless of its size. We employ a staff large enough to do a superior job, yet take on a limited amount of projects to ensure our focus stays specifically on our client's goals.

The key Antinozzi Associates design staff assigned to the Jefferson Elementary School project will include:

Michael LoSasso, AIA, LEED-AP BD+C
Principal-in-Charge

Lisa Yates, AIA, LEED-AP
Senior Project Manager

David R. Stone, AIA, LEED-AP, NCARB
Project Architect / High Performance Design Lead

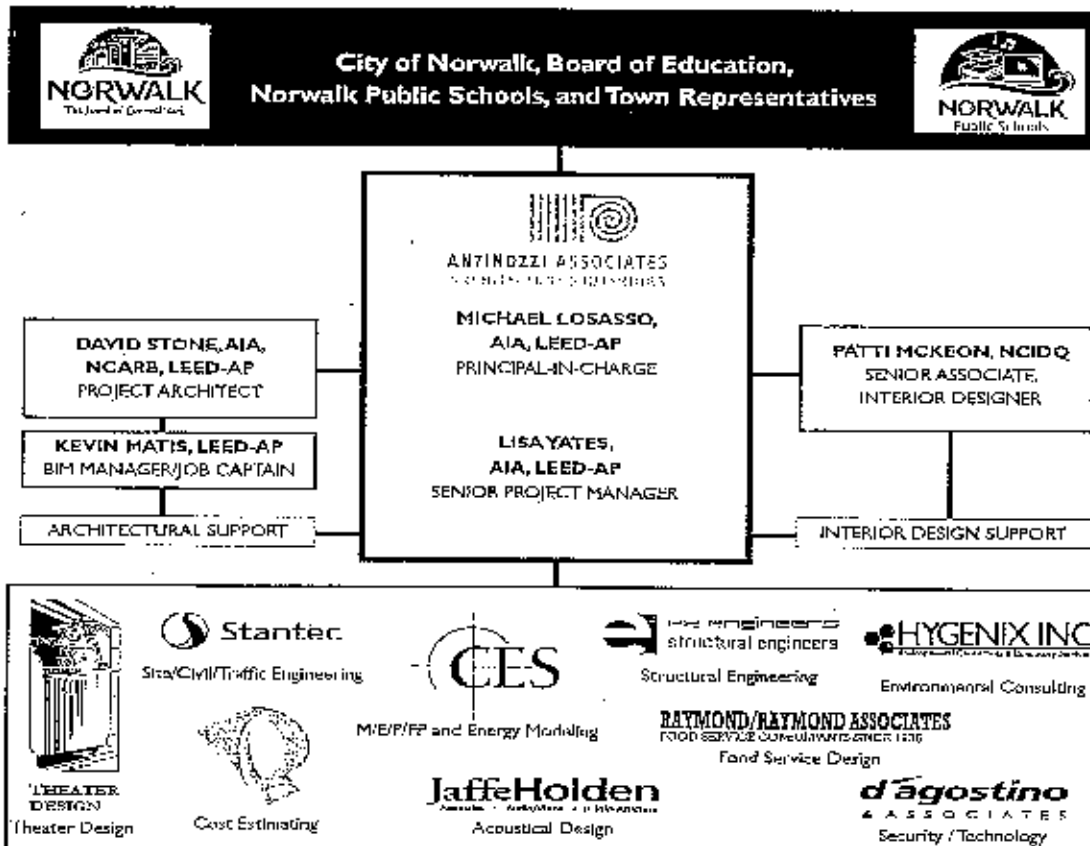
Kevin J. Matis, LEED-AP
BIM Manager / Job Captain

Patti McKeon, NCIDQ
Senior Associate, Registered Interior Designer

Resumes for each of these professionals are in the pages that follow. Please note that each of these team members will be dedicated to this project a minimum of 80% of their billable time.

To continually address project workload issues, weekly staffing meetings are conducted with the Principals, Associates, and Project Managers. All are responsible for collaborating on project staffing and scheduling, assuring the right number and caliber of staff is always placed on the project to meet the design program, technical requirements, and deliverable deadlines.

When selected, our design team will meet immediately with the major project stakeholders composed of the Norwalk Facilities Construction Commission, Norwalk Public Schools administration, Board of Education members, and other key representatives to discuss and review all currently available information including existing plans and studies, future design and sustainability goals, project schedule, and project budget prior to initiating any design work on the project.



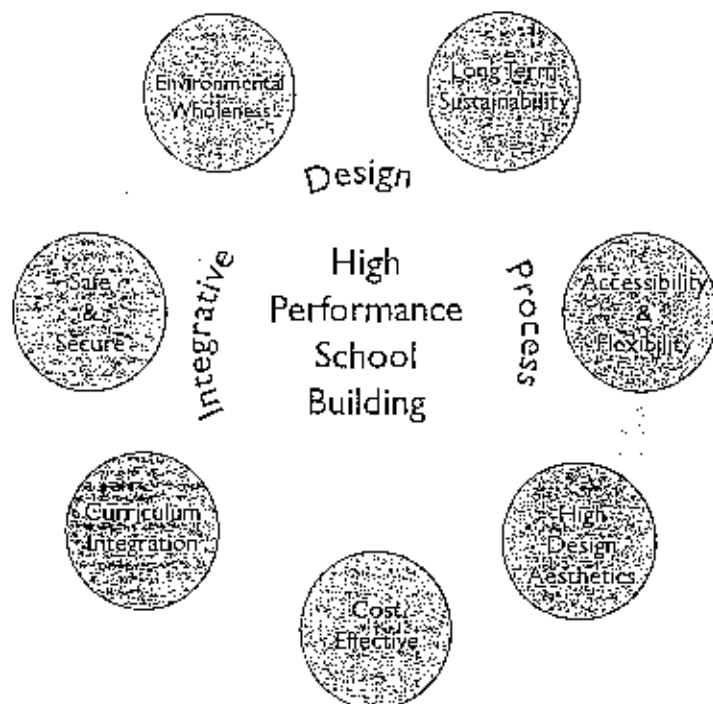
PROJECT APPROACH: INTEGRATIVE DESIGN PROCESS (IDP)

Our approach to school projects such as at Jefferson Elementary School begins with our Integrative Design Process, or IDP. Different than a conventional design process of "design first ... engineer ... budget ... value engineer ... redesign," we will ensure that not just the Norwalk Facilities Construction Commission and Construction Manager are involved in these early design phases, but we will insist that all consultants and other key stakeholders (i.e. Superintendent, department heads, etc.) learn about the inter-relationships of the different options, systems, and materials in the school so they are addressed early.

Since high degrees of design efficiency and scheduling effectiveness are found in the relationship between the early stages of programming and the eventual building architecture, infrastructure system, technologies, surrounding site, and structural engineering solutions, several alternatives should be considered and agreed upon concurrently. IDP breaks the team out of previously used (and outdated) "last minute" value engineering patterns to realize a more cost effective, healthier school facility.

We understand that accurate, justifiable cost estimates early in the design process are critical to maintaining cost control throughout the project. By implementing an IDP approach, we efficiently and effectively manage design value early rather than have important parts of the design eliminated in later phases. Throughout the pre-construction phases of a project, we will insist on regularly maintaining IDP meetings to identify issues, monitor progress, and set goals. This process promotes early, "on-the-fly" value decisions, and initiates discussion to confirm the design, schedule, and budget by all current and future parties involved with the project.

We will analyze alternative construction methods, materials, sustainable design concepts, and other matters during the schematic design phases to eliminate budget overruns that can impact budget, schedule, or construction bid document quality.



School Project Kick-Off Meeting

Upon award of the contract, we will convene a kick-off meeting with all key stakeholders as previously mentioned to establish a management plan for all work going forward. All current information, including any previous school studies, will be collected and reviewed concurrently.

The Design Process

Our primary role as the lead architect for the Jefferson Elementary School project is the design, but we are not working alone. We will utilize all of the selected consultants (regardless of who selected them), as each will contribute specialized information and have unique concerns. As the lead architect, we are part of a larger team and our job is to listen and then synthesize information into a composite design.

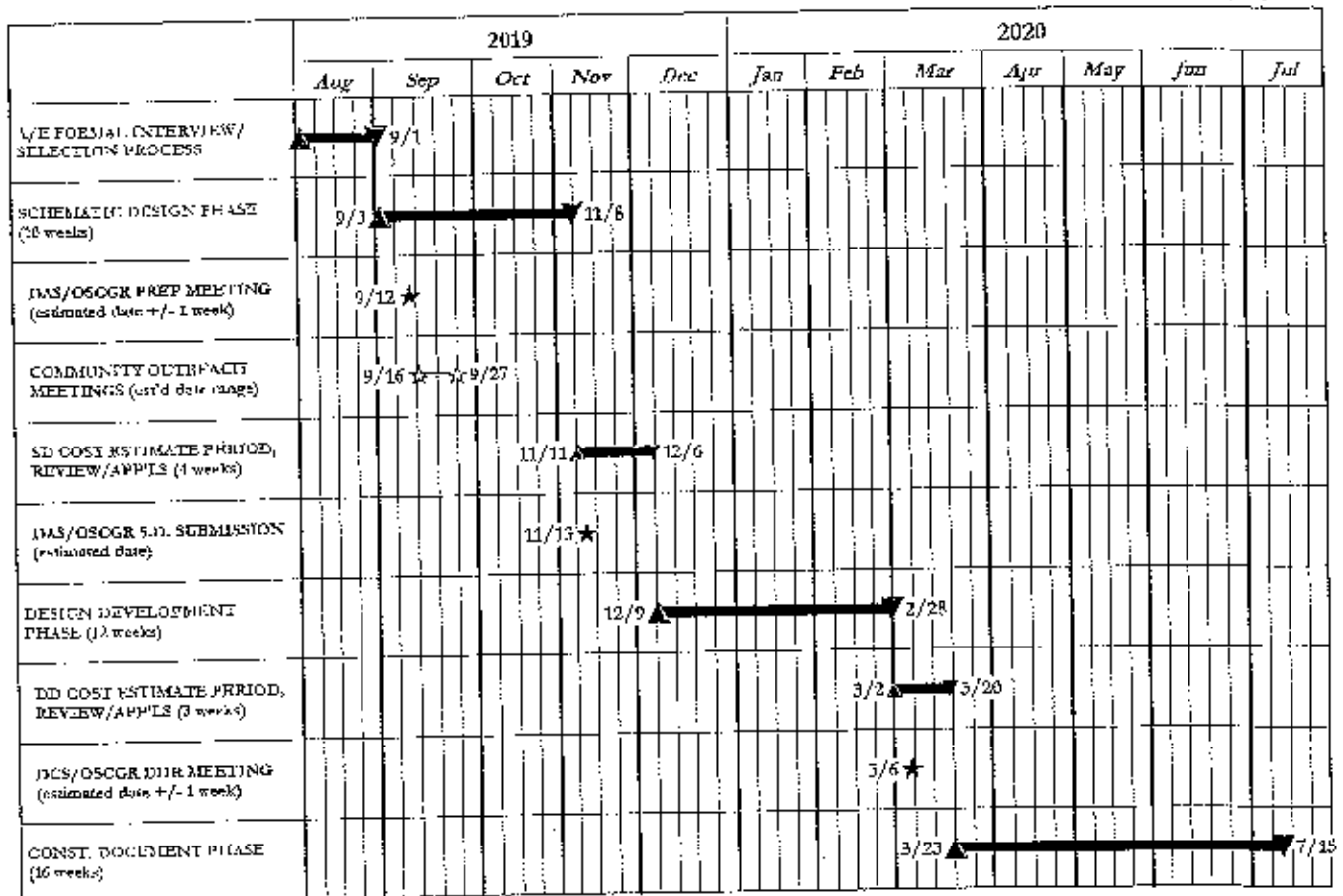
PROPOSED DESIGN SCHEDULE

As requested in Section 1.2 E of your RFP document, Antinozzi Associates has considered a proposed design phase schedule. We have graphed below what we expect to be the critical phases required to meet the key deadline - with completion of bid documents for bidding by July 15, 2020.

Meeting this expected bid document completion date will require a strong commitment and expedited process of not just the design team, but the Norwalk Facilities Construction Commission (NFCC) as well. Though achievable, meeting the deadline will be heavily dependent on the continual review and approvals required from the NFCC, Norwalk Public School leadership (BOE) and school administrators, City representatives, and other stakeholder boards, commissions, and department heads as required.

We can assure the NFCC, City of Norwalk and the Norwalk Public School System that the key design consultant firms and individual staff assigned to the Jefferson Elementary School project will be dedicated for its duration. The team members for this project (as indicated in the resumes provided) will be able to start on this contract immediately based on the schedule of projects they are currently working on.

JEFFERSON ELEMENTARY SCHOOL RENOVATE-AS-NEW PROJECT PROPOSED DESIGN SCHEDULE (Assuming Architect Contract by September 1, 2019) 2/15/19



Addendum 1-3951 Section 2 Response Form

1. PROPOSED FEES: Jefferson Elementary School – Renovation as New/Extension

A. Renovation Status Pursuant to SCG Requirements: Lump Sum in numbers and words,	
\$ 43,800	Fee in words: Forty Three Thousand Eight Hundred Dollars
B. Programming and Schematic Design Services: Lump Sum in numbers and words,	
\$ 175,200	Fee in words: One Hundred Seventy Five Thousand Two Hundred Dollars
C. Design Development Phase: Lump sum in numbers and words,	
\$ 365,200	Fee in words: Three Hundred Sixty Five Thousand Two Hundred Dollars
D. Construction Documents Phase: Lump Sum in numbers and words,	
\$ 438,200	Fee in words: Four Hundred Thirty Eight Thousand Two Hundred Dollars
E. Bidding/Negotiation Phase: Lump Sum in numbers and words,	
\$ 73,000	Fee in words: Seventy Three Thousand Dollars
F. Contract Administration Phase: Lump Sum in numbers and words,	
\$ 365,100	Fee in words: Three Hundred Sixty Five Thousand One Hundred Dollars
G. Surveying Services: Lump Sum in numbers and words,	
\$15,000.00	FIFTEEN THOUSAND DOLLARS AND ZERO CENTS
H. Environmental Consultant Services: Lump Sum in numbers and words,	
\$35,000.00	THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS
I. Additional Design Services for Energy Enhancements: Lump Sum in numbers and words,	
\$30,000.00	THIRTY THOUSAND DOLLARS AND ZERO CENTS
J. Traffic Study including OSTA: Lump Sum in numbers and words,	
\$25,000.00	TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS
K. TOTAL FEE (A-J)	
\$ 1,565,500	Total Fee in words: One Million Five Hundred Sixty Five Thousand Five Hundred Dollars

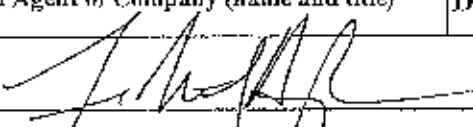
Addendum 1-3951 Section 2 Response Form

Firm Name - Antinozzi Associates PC

2. INSURANCE:

Agency Name	- People's United Insurance Agency
Agency Address	- 850 Main Street, Bridgeport, CT 06604

3. CERTIFICATION

Submitted by - P. Michael Ayles, FAIA	- Principal, Business Development
Authorized Agent of Company (name and title)	Date August 20, 2019
Signature - 	

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

Addendum #	1	Dated	8/14/19	Addendum #		Dated	
Addendum #	2	Dated	8/16/19	Addendum #		Dated	

4. For informational purposes please identify the estimated time in working hours:

		Jefferson Elementary
A.	Schematic Design Phase	1,520
B.	Design Development Phase	3,175
C.	Construction Documents Phase	3,800
D.	Bidding/Negotiation Phase	635
E.	Contract Administration	3,175



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER
RE : MARITIME AQUARIUM –
REMOVAL OF UNDERGROUND HEATING OIL TANK
DATE: SEPTEMBER 4, 2019

The City of Norwalk is the property owner of the Norwalk Maritime Aquarium. As part of the Maritime Aquarium functional replacement project with the State of Connecticut for the Walk Bridge Project, our civil engineer identified an existing underground heating oil storage tank (UST) on the property.

This UST is a 10,000 gal (31' x 8' diameter) double wall fiberglass tank located outside of the building between Maritime Aquarium and Norwalk River. This tank is beyond the scope of the functional replacement project and therefore, the State does not have any responsibility. This tank supplies oil to the boilers which have dual fuel burners, however, Maritime Aquarium has been using natural gas exclusively for a number of years. The tank was installed around 1985/6 and is rated/warranted for 30 years. Based on the age and the type of the tank, we believe the tank should not be leaking and soil contamination is not anticipated. As part of the tank removal, we will conduct soil testing to complete the closure documentation.

This tank was NOT registered with DEEP. However, since the tank is beyond its warranty life, its removal or replacement is recommended. Maritime Aquarium is agreeable to stay with gas permanently and would like to request the City, as the property owner, to remove the tank in order to minimize the risk of future leaks, which is especially sensitive due to its proximity to Norwalk River.

On behalf of the City, I reached out to our environmental consultants to assess the pros and cons for removal vs. abandon-in-place. We determined that complete removal is the preferred option and we obtained three proposals from tank removal/remediation contractors. This tank removal project is estimated to be approximately \$20,000 excluding removal of contaminated soil, if encountered. Approximately \$7,800 is available in Building Management's Capital Budget environmental remediation account and the balance from Building Management's non-site specific building improvements account.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with Enviro Shield Inc. for the Norwalk Maritime Aquarium underground heating oil storage tank removal project for a total not to exceed \$9,250.00. Acct # 09177100 5777 C0543 and #0919/207100 5777 C0476**
- b. **Approve a contingency in the amount of \$9,000.00 for miscellaneous work and removal of approximately 7,000 gallons of residual oil at 0.94 per gallon. Removal and disposal of contaminated soil (if any) has not been included this contract.**



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 COMMON COUNCIL

FROM: ALAN LO, BUILDINGS AND FACILITIES COMMITTEE - *AL*

RE : ELY PARK TENNIS COURTS IMPROVEMENT PROJECT –
TECHNICAL AMENDMENT TO ACCOUNT #

DATE: SEPTEMBER 5, 2019

The Ely Park Tennis Court Improvement Project consists of the renovation of 4 existing tennis courts, construction of 2 new tennis courts, 2 youth tennis courts and the installation of picnic shelter. The original project was proposed prior to the Board of Education facilities improvement program which recommended the construction of a new Columbus School at this location. In order to maximize the available space for the construction of a new school, the proposed new tennis courts were relocated and the removal of a large earth outcropping between the existing tennis courts and basketball courts was required.

This project was developed as a private/public joint venture. Funding information is detailed in my attached memo dated January 3, 2018 of which \$400,000 plus \$11,169 of contingency was to be charged against Board of Education 09175010 5777 C0585 Facilities Study Improvement. With the allocation of funds for the New Columbus School at Ely project which included construction funds for the relocation of the proposed tennis courts, I would like to amend the account number from Facilities Study Improvement and apply the Board of Education's share of the tennis court project to the New Columbus School at Ely account.

Original Common Council action of January 23, 2018 Item VII.A.6a & 6b:

- 6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Classic Turf Company LLC for the Springwood Ely Park Tennis Courts Development Project for a total not to exceed \$950,000. Acct. #

0917/186030 5777 C0321, 09175010 5777 C0585 and \$300,000 from Norwalk Grassroots Tennis and Education (acct. # to be determined)

- 6b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$95,000. Acct. # 09186030 5777 C0321, 09176030 5777 C0364, 09175010 5777 C0585 and \$50,000 from Norwalk Grassroots Tennis and Education (acct. # to be determined)

The proposed amendment to the action shall read as follows with the changes highlighted:

- 6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Classic Turf Company LLC for the Springwood Ely Park Tennis Courts Development Project for a total not to exceed \$950,000. Acct. # 0917/186030 5777 C0321, **\$400,000 from 09185010 5777 C0607** and \$300,000 from Norwalk Grassroots Tennis and Education (acct. # to be determined)
- 6b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$95,000. Acct. # 09186030 5777 C0321, 09176030 5777 C0364, **\$11,169 from 09185010 5777 C0607** and \$50,000 from Norwalk Grassroots Tennis and Education (acct. # to be determined)



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 COMMON COUNCIL
MEMBERS OF RECREATION, PARKS AND CULTURAL
AFFAIRS COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : SPRINGWOOD ELY PARK – TENNIS COURTS
IMPROVEMENT PROJECT

DATE: JANUARY 3, 2018

Norwalk Grassroots Tennis and Education, Inc. (NGTE) is a non-profit organization active in the South Norwalk Community for many years and has been providing tennis programs and various after-school programs to South Norwalk youths.

At the August 10, 2016 Recreation, Parks and Cultural Affairs Committee meeting, the Committee discussed the proposal from NGTE to provide funding for the construction of two new tennis courts plus tennis practice facilities at Springwood Ely Park. This project will be implemented in conjunction with Recreations and Parks Department's upcoming tennis court reconstruction project of the existing 4 tennis courts. The City has allocated \$250,000 in Capital Budget funds for the reconstruction of the existing tennis courts. NGTE proposed to raise an additional \$400,000 of private funds for the development of the tennis center, of which \$300,000 will be donated in the memory of Mr. William Rippe.

Subsequent to the discussion of this private and public joint-venture, the Norwalk Board of Education completed its School Facilities Improvement Plan which identified significant deficiencies in meeting current and future student enrollment needs. The plan recommended Springwood Ely Park as the site for a new school which will serve as the new home for Columbus Magnet School. This proposed magnet school will serve student from Pre-K to 8th Grade and will have a

neighborhood enrollment component. As part of the 2017-2018 Capital Budget, the City allocated approximately \$42,000,000 for this project.

In an effort to maximize available open area for school building construction at Springwood Ely Park, the City, working with NGTE, identified an alternate area for the two new tennis courts and the practice courts. This area will accommodate the new courts but would require substantial earthwork. New survey work was completed and new construction drawings and technical specifications were prepared. It is important to note that the new courts will be constructed with post-tensioning concrete (in lieu of asphalt), which is expect to last for a number of years. The project was advertised for bid in October 2017 and a total of 4 bids were received. Attached is a summary of the bids.

At this time, I would like to request Common Council approval of Classic Turf Company, LLC for this project in the amount of **\$950,000**. Funding for this project shall be as follows:

Recreation and Park:

09176030 5777 C0321- Basketball & Tennis Courts	-	\$216,504
09186030 5777 C0321- Basketball & Tennis Courts	-	\$ 33,496

Board of Education:

09175010 5777 C0585 -- Facilities Study Improvements	-	\$400,000
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Norwalk Grassroots Tennis and Education	-	\$300,000
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Contract Total		\$950,000
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For Contingency allowance, funds are available in the following accounts:

09186030 5777 C0321- Basketball & Tennis Courts	-	\$ 16,504
09176030 5777 C0364- School and Park Playgrounds	-	\$ 17,327
Norwalk Grassroots Tennis and Education	-	\$ 50,000
09175010 5777 C0585 -- Facilities Study Improvements	-	\$ 11,169

Contingency Total		\$ 95,000
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ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Classic Turf Company LLC for the Springwood Ely Park Tennis Courts Development Project for a total not to exceed \$950,000. Acct. # 0917/186030 5777 C0321, 09175010 5777 C0585 and \$300,000 from Norwalk Grassroots Tennis and Education (acct. # to be determined)**
- b. **Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$95,000. Acct. # 09186030 5777 C0321, 09176030 5777 C0364, 09175010 5777 C0585 and \$50,000 from Norwalk Grassroots Tennis and Education (acct. # to be determined)**

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

VII.F

TO: MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL
FROM: SABRINA CHURCH, COMMUNITY DEVELOPMENT PLANNER
RE: PY44 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
DATE: AUGUST 29, 2019

Norwalk's Consolidated Annual Performance and Evaluation Report (CAPER) is a review of the CDBG program for Program Year 44 (July 1, 2018 - June 30, 2019). In keeping with the City's *Citizen Participation Plan*, the CAPER was made available for public comment between August 10 and August 30, 2019. On September 5, 2019 the Redevelopment Agency held a public hearing for the CAPER and the members of the Planning Committee.

Program Beneficiaries

The City made \$887,467 in funds available for its PY44 Community Development Block Grant Program. During the PY44 year, 643 people benefited from services provided by the CDBG grants, 1 public facility and 9 homes were renovated, 32 businesses received technical assistance and the environmental condition of 2 acres of land were cleaned. Three funded programs provided a city-wide benefit.

Progress towards achieving ConPlan Objectives and Strategies

In the fourth year of the 5-year Consolidated Plan period, substantial progress was made towards meeting the five-year objectives:

- Basic Services: 81%
- Code Enforcement: 0%
- Community Cleanups – Public Facility/Infrastructure: 100%
- Community Cleanups – Public Service Activities: 0%
- Community Cleanups – Brownfield Remediation: 213%
- Economic Development: Technical Assistance: 360%
- Employment Training: 44%
- Health & Mental Health Services: 252%
- Housing Services – Public Facilities: 26%
- Housing Services – Homelessness Prevention: 363%
- Improve Public Infrastructure: 176%
- Public Facility Rehabilitation: 42%
- Residential Rehab – Rental Units: 56%
- Residential Rehab – Homeowner Units: 80%

ATTACHMENT: PY44 CAPER - <http://norwalkct.org/1412/Community-Development-Block-Grant>

ACTION REQUESTED: Advance the PY44 CAPER to the Common Council for approval with authorization for the Mayor to sign all forwarding documentation required by HUD.

DRAFT SUBJECT TO COMMON COUNCIL APPROVAL



**DRAFT Consolidated Annual Performance Evaluation Report
for
Community Development Block Grant Program Year 44**

Available for public comment August 10 to August 30, 2019

**Please submit comments in writing to Tami Strauss (tstrauss@norwalkct.org)
or
Norwalk Redevelopment Agency
125 East Avenue, room 202
Norwalk, CT 06851**

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Prepared by the Norwalk Redevelopment Agency

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Program Year 44 (PY44), July 1, 2018 - June 30, 2019, marked the fourth year of the City of Norwalk's 2015-2019 Consolidated Plan for Housing and Community Development (ConPlan).

Consistent with the ConPlan goals, the City utilized CDBG funding to:

- Increase High Quality and Affordable Housing Opportunities
- Expand Economic Opportunities
- Modernize Public Facilities and Infrastructure
- Increase Available Social Services

In the 2018-2019 Annual Action Plan for Housing and Community Development, the City of Norwalk identified the availability of \$887,467 in funds for its PY44 Community Development Block Grant Program.

The Annual Action Plan identified 12 initiatives in the City of Norwalk to receive PY44 sub-awards, which were expected to benefit 359 people and 15 businesses with four additional projects providing an area benefit.

After the fourth of the five-year period, the City is well-positioned to meet its goals by the close of the Consolidated Plan period (PY41-PY45).

- Basic Services: 81%
- Code Enforcement: 0%
- Community Cleanups – Public Facility/Infrastructure: 100%
- Community Cleanups – Public Service Activities: 0%
- Community Cleanups – Brownfield Remediation: 213%
- Economic Development: Technical Assistance: 350%
- Employment Training: 44%
- Health & Mental Health Services: 252%
- Housing Services – Public Facilities: 26%
- Housing Services – Homelessness Prevention: 360%
- Improve Public Infrastructure: 176%
- Public Facility Rehabilitation: 42%
- Residential Rehab – Rental Units: 56%
- Residential Rehab – Homeowner Units: 80%

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Basic services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	1209	80.60%	77	345	448.05%
Code enforcement	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	10	0	0.00%			
Community cleanups	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3125	3125	100.00%	5017	5017	100.00%
Community cleanups	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	12000	0	0.00%			
Community cleanups	Non-Housing Community Development	CDBG: \$	Brownfield acres remediated	Acre	8	17	212.50%	2	2	100.00%
Economic development: technical assistance	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	20	70	350.00%	15	30	200.00%
Employment training	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	44	44.00%			

Health & mental health services	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	504	252.00%	75	32	128.00%
Housing services	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	765	26.50%			
Housing services	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	67		60	67	111.67%
Housing services	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$	Homelessness Prevention	Persons Assisted	400	1568	392.00%	197	382	193.91%

Improve public infrastructure: modern & safe	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15000	26372	175.81%	3249	3249	100.00%
Public facility rehabilitation	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50000	20734	41.47%	5071	5071	100.00%
Public facility rehabilitation	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Residential rehabilitation	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	400	224	56.00%			
Residential rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	30	24	80.00%	19	21	110.53%
Residential rehabilitation	Affordable Housing	CDBG: \$	Housing for Homeless added	Household Housing Unit	0	0				
Residential rehabilitation	Affordable Housing	CDBG: \$	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				

Table 1 - Accomplishments -- Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The following high priority Goals, as Identified in the 2015-2019 Consolidated Plan for Housing and Community Development, received the following percentage of CDBG funds available during PY44 (2018-2019).

- Residential Rehabilitation - 14%
- Public Facility Rehabilitation - 13%
- Economic Development - 15%
- Basic Services - 6%
- Health & Mental Health Services - 3%
- Housing Services - 7%
- Public Infrastructure Modernization & Safety Improvements - 14%
- Community Cleanups - 6%

The high priority Residential Rehabilitation goal received 14% of the CDBG funds available and provided assistance to 22 LMI housing units. Renovations included ADA accessibility improvements, a bathroom renovation in a group home, and both emergency and non-emergency repairs to homeowner and rental housing units, which included lead-based paint remediation when necessary.

The Residential Rehabilitation Program closed 6 loans during PY44. One for \$10,000 to replace a damaged septic system, another for \$10,000 to mitigate a blight violation notice on a 2 family property, and 4 other emergency roof repair loans all under \$10,000. A \$150,000 loan was approved by the Agency in PY44 and will be administered in PY45 that will bring 2 affordable units to the market after being offline for 9 years.

Additionally, a home on 24 Haviland Street was purchased by the Agency in 2015. In July 2016 the plans were finalized and the project was bid. Bids were received in August and contracts were signed in September. The project was completed in June of 2017 and plans for marketing began. Total cost for the project was \$590,000 and was leveraged with CDBG and CNI funds. The property by the end of PY43 had

7 offers on the home by 7 income-eligible, first-time homebuyers. The closing occurred in the beginning months of PY44 and was sold to a low-income family.

The Agency also leveraged CDBG funding with Choice Neighborhoods funding to assist in the completion of Phase II of a Residential Facade Improvement Grant Program in PY44. Three additional homes were completed in PY44 assisting 7 LMI units. Phase III of this program will continue in PY45 with an additional 13 LMI units.

The high priority Public Facility Rehabilitation goal received 13% of funds available, which supported renovations to the Carver Foundation providing a total area benefit to over 2,224 people.

The high priority goal of Economic Development received 15% of funds which set aside funds to assist in the retention of LMI jobs and to provide technical assistance to businesses in LMI neighborhoods.

The high priority goals of Basic Services (6% of total funds), Health & Mental Health Services (3% of funds) and Housing Services (7% of funds) received 16% of the total available CDBG funds. All three of the programs supporting the Basic Services goal met or exceeded expectations.

Public Infrastructure, Modernization and Safety Improvements (14% of funds) and Community Cleanups (6% of funds) received 20% of the total funds available. These funds for Community Cleanups and public infrastructure improvements have assisted in the remediation of Ryan Park that will be completed by the Fall of 2019.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	323
Black or African American	401
Asian	16
American Indian or American Native	8
Native Hawaiian or Other Pacific Islander	0
Total	748
Hispanic	241
Not Hispanic	594

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CDBG PY44 projects measuring beneficiaries by the number of people and households assisted, provided assistance to 835 beneficiaries (as directed by HUD, some activities are measured by people assisted and others by households assisted). This does not include the beneficiaries of projects determined to have an "area benefit" to the community, such as the rehabilitation of a community center, park and/or street improvements or projects which were measured by other means. This also does not include projects with assumed beneficiaries such as senior centers and handicapped facilities.

The above Race chart represents an accurate total number of families assisted but does not list all of the races which were represented in the beneficiary numbers. Of the beneficiaries, 87 identified as "other". However, these beneficiaries did identify as Hispanic or Non-Hispanic and are included in the table above.

Of the total families assisted, 29% self-declared to be of Hispanic ethnicity. The American Community Survey reported in 2017 that 27% of Norwalk's population was of Hispanic ethnicity.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	887,467	720,222
Other	public - local	0	0

Table 3 - Resources Made Available

Narrative

Most grantees drew down the total amount of funds available. The only remaining funding exists in the Walk Bridge Mitigation program which is growing funds for when construction begins on the Walk Bridge Construction project (\$110,000) and businesses become effected, PY44 CDBG Administration (\$27,236.69) as to not hit the 2nd test cap, and in Rehab Administration (\$30,006.83) which will be expended with outstanding invoices in July of PY45.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	66	53	Housing Rehab, Services, Admin Funds
South Norwalk	20	34	Housing Rehab; Walk Bridge Mitigation; City Neighborhoods
Wall Street	14	12	Carver Center

Table 4 – Identify the geographic distribution and location of investments

Narrative

Less CDBG dollars went to Wall Street as the planned contingency went into a Citywide geography as it assisted improvements to a group home in East Norwalk. Less CDBG dollars also went to Citywide activities as activities without defined geographies ended up occurring in South Norwalk and not benefitting the Citywide geography. For the most part, the percentages are not far off from the originally planned investments.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City awarded a portion of its annual CDBG allocation as grants to local organizations through a competitive process and recommended applicants provide matching funds, \$2/\$1 match for public service programs and a \$1/\$1 match for all other programs. Organizations in receipt of these grants received support from an array of public and private sources to provide high quality and innovative programming in service of the community. The Norwalk Redevelopment Agency (Agency) worked strategically so that federal funds attract additional funding and spur private development to meet the needs of the community.

HUD awarded a \$30 million Choice Neighborhood Implementation grant to the Norwalk Housing Authority and the Agency in 2014. This transformational project has leveraged approximately \$120 million dollars from private, federal and state resources, which consists of approximately \$95 million in housing resources, over \$8 million for Critical Community Investments and about \$16.4 million for the delivery of social services. Funding sources for Critical Community Investments include CDBG, private developers, the City of Norwalk's Capital Budget, the State of Connecticut Departments of Transportation and Housing and the Connecticut Housing Finance Authority. The Choice Neighborhood Initiative project will rebuild the outdated 136-unit Washington Village public housing development into a new 273-unit mixed-income development on two city-owned vacant properties. These critical community improvements will create additional affordable housing, preserve multi-family housing in the area, improve Ryan Park, promote walkability through the Complete Streets initiative, enhance residential façades, and strengthen public safety.

The Agency has continued to administer the Choice Neighborhoods Residential Façade Grant Improvement Program in PY44. The original 8 properties were completed in PY43, the second tranche of 3 properties was completed in PY44, and the 3rd tranche will be completed in PY45. Funding had been increased for the CNI component by \$125,000 to \$500,000. 4 additional properties were selected and will be completed in PY44. Additional funds are being sought from 2 other sources including \$375,000 from CHFA and \$850,000 from DOH.

The program, since its launch in PY42, has enhanced 11 properties that serve as the gateway to the CNI revitalization project and has improved the streetscape and neighborhood environment tremendously.

The Agency also continued to administer the South Norwalk Renovations Program in PY43. The first project of the program was completed and sold in PY42 to a moderate income, first-time home buyer family. The rental unit was leased to a family at 50% of the median income of Norwalk which was leveraged with CFHA funds. The second home was completed in PY43 and was closed in PY44.

The Norwalk Redevelopment Agency also received a \$2,000,000 DECD Brownfields grant in 2017 to assist in the remediation of Ryan Park. Ryan Park, a community park adjacent to the Washington Village CNI project, is being redesigned to be more responsive to community needs and is currently undergoing environmental remediation due for completion in September 2019.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	79	88
Number of Special-Needs households to be provided affordable housing units	0	0
Total	79	88

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	60	67
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	19	21
Number of households supported through Acquisition of Existing Units	0	0
Total	79	88

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The One-Year Goals set forth in the PY44 Annual Action Plan are (Table 6):

- Number of households supported through rental assistance - 60
- Number of households supported through the production of new units - 0
- Number of households supported through rehab of existing units - 19
- Number of households supported through acquisition of existing units - 0

It was expected that the 79 households would be supported through the rehabilitation of existing units or through rental assistance. All of the expected housing units were rehabilitated plus 2 additional homeowner units 110% of this goal by four organizations. The units included affordable housing for the disabled, emergency repairs to both renters and homeowners, and pro-bono residential rehabilitation services to extremely low-income homeowners. Rental and utility assistance was expected to be provided to 60 people and actually served 67 people.

The Residential Rehabilitation Program closed 6 loans during PY44. One for \$10,000 to replace a damaged septic system, another for \$10,000 to mitigate a blight violation notice on a 2 family property, and 4 other emergency roof repair loans all under \$10,000. A \$150,000 loan was approved by the Agency in PY44 and will be administered in PY45 that will bring 2 affordable units to the market after being offline for 9 years.

One home within the Choice Neighborhood area was acquired and renovation work went to bid in June 2016. The renovations have since been completed. Prospective buyers worked with the Housing Development Fund of Stamford, CT, which provided homeownership counseling and financial assistance to income-qualified owner occupants. The affordability of the home will be preserved for 20 years. The home was sold in PY44.

Discuss how these outcomes will impact future annual action plans.

The reported outcomes (Table 7) are aligned with the targets set forth in the 2015-2019 Consolidated Plan for Housing and Community Development and therefore the outcomes of PY44 are not anticipated to impact future Annual Action Plans.

- Rental Assistance - PY44: 67 people, PY41-45: 567 people
- Production of New Units - PY44: 0 households; PY41-45: 0 households
- Rehab of Existing Units - PY44: 21 housing units (11 renter, 10 owner); PY41-45: 224 rental units and 24 owner units (56% of rental units and 80% of owner units)
- Acquisition of Existing Units - PY44: 0 housing units; PY41-45: 16 housing units

The Agency anticipated acquiring a small, multi-family home in PY43, however, renovations on an existing project took longer than expected, pushing back the ability to purchase an additional home. The Agency is no longer administering the South Norwalk Renovations Program and will now focus efforts on Facade Improvements. The acquisition goal will most likely not be met by the end of the Consolidated Plan Period.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	79	0
Low-income	6	0
Moderate-income	3	0
Total	88	0

Table 7 -- Number of Households Served

Narrative Information

Four activities addressed Affordable Housing and rehabilitated a total of 21 housing units and provided rental assistance to 67 households. Of the beneficiaries, 90% are of extremely low-income which included in a group home for disabled individuals, home revitalization for extremely low-income homeowners, and various renter and homeowner improvements both emergency and non-emergency in nature.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In southwestern CT all state-operated mental health authorities are represented by collaborative outreach and engagement programs and in addition, daily homeless outreach occurs via 3 PATH funded agencies (Projects for Assistance in Transition from Homelessness), Catholic Charities, Open Door Shelter, and Pacific House to ensure services are provided to street homeless and that providers are familiar with the unsheltered. DMHAS also funds a homeless outreach team in Bridgeport under the Greater Bridgeport Community Mental Health Center (GBCMHC) Homeless outreach teams are comprised of individuals with expertise in mental health, substance abuse, housing and vocational services.

Outreach teams visit locations where homeless individuals are known to congregate such as abandoned cars, rail stations, temporary outdoor encampments, food pantries, soup kitchens and homeless drop-in centers, to ensure that any newly unsheltered household is identified as soon as possible. Services begin with triage via the VI-SPDAT (Vulnerability Index–Service Prioritization Decision Assistance Tool), and all data on outreach activities and enrollments are documented in HMIS. Case managers record entry and exit destinations to determine the effectiveness of outreach efforts, and all households are added and prioritized appropriately on the regional housing registry for housing resource assignment. All are referred to Community Care Teams, which are collaborations of all the agencies that provide services to the homeless, for follow up to ensure safety, track hospital/emergency room visits and prepare them for assignment to permanent housing. Multiple referrals are made for primary health care, job training, and educational services and relevant supports are identified to secure housing. Information collected in 2016 and 2017 Point in Time counts indicate a 47% reduction in unsheltered homelessness and a 6% reduction in sheltered homelessness.

Since 2014, the VI-SPDAT has been used by all projects funded by the Connecticut Department of Housing, as the front door triage instrument for housing assistance in addressing immediate barriers to housing access. To assign resources appropriately and efficiently, the tool enables staff to define the level of housing or services each household needs (e.g., community resources, rapid rehousing, permanent supportive housing), as indicated by the results of the survey's assessment. In addition to assessing individual needs, the VI-SPDAT has also enabled the Fairfield County region to initiate a by-name registry, prioritized by the unique vulnerability each household presents. This process ensures that housing is assigned to those who are most in need and who are most likely to perish on the streets without the appropriate housing and service interventions.

Addressing the emergency shelter and transitional housing needs of homeless persons

All housing resources, including emergency shelter and transitional housing, are assigned via a front door system which begins with a call to the housing unit of the 211 system. Each person who connects with the 211 system is assessed by a housing specialist, and if the information shared by the caller confirms a housing or homeless crisis, the caller is connected to one of the 8 CANs for an appointment with a local community navigator. If the call originates from the Norwalk area the caller is connected to the Fairfield County CAN. During the CAN appointment, the Navigator assesses the crisis with the individual/family and collects and documents information unique to their situation to determine if an impending homeless episode can be avoided. CAN staff initially make efforts to divert households from routinely entering an emergency shelter through mediation or reasonable minimum financial support which can be used to absolve debt for utilities, back rent to a landlord, or remittance for other types of debt, allowing the residents to remain in their current housing.

If a homeless episode is unavoidable, the CAN Navigator further assesses the household using the VI-SPDAT and if a solution for housing is available at the appointment, such is offered. In most cases, the household is placed onto the Fairfield County CAN by name list to be prioritized for the appropriate level of housing as soon as a solution is available; if shelter is requested and no beds are available, the household is placed on the regional shelter wait list. A by name list, primarily populated by those identified as chronically homeless, is used to prioritize resources for rapid rehousing, permanent supportive housing or transitional housing, if that level of care is determined as an appropriate intervention. Access to all temporary and/or permanent housing resources is consolidated by these CoC-wide lists, prioritized by acuity and living situation. (ODFC operates using HUD CPD-14-012: Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing and Recordkeeping Requirements for Documenting Chronic Homeless Status.) Thus, the CoC's policy on prioritization is based on vulnerability, not first come first served.

Households are connected to resources in priority order, and those in need of emergency shelter are added to the prioritized list for shelters. Homeless and chronically homeless households are routinely placed on the registry and while they wait for a placement they are offered resources that increase community integration. Referrals are given to each household to connect them with services appropriate to respond to their assessed needs, and to increase opportunities to resolve the issues that led to the current crisis. If a household is placed into emergency shelter or on the by name list with a refusal of shelter, all efforts are made by the community navigator to collect required documentation necessary to enter into a lease for permanent housing and the household is case conferenced by a housing placement team to ensure consideration for a reported project vacancy.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

1. ODFC implemented various prevention and diversion strategies in an effort to reduce first-time homelessness. 211 call specialists are prepared to identify resources outside of the shelter system to resolve the crisis and to connect those in crisis with appropriate community resources. A second level attempt of diversion is completed to extend support to maintain housing. If no alternatives are possible, issues that contributed to the housing crisis are addressed.
2. 211 data indicates that 2/3 of homeless and at-risk households originate from doubled up housing situations. In response, the CoC has partnered with the CT Coalition to End Homelessness (CCEH) to raise diversion funds in support of these households. In 2017 CCEH was awarded \$97,000 in diversion funds from Synchrony Bank with a renewable option based on performance and utilization specifically to divert homeless families from entering an emergency shelter.
3. As re-entry from institutions was also identified as a risk factor for homelessness, community response efforts include weekly community care team meetings in each of the sub-regions of the CoC to track high public resource utilizers and coordination with hospitals, the Dept of Children and Families and the Dept of Corrections to develop exit planning for community returns.
4. Households connecting with CAN staff develop plans identifying prevention options via natural resources and supports to encourage community connections, preventing re-entry into homelessness. The case manager routinely re-engages with households if destabilization occurs, as follow up tracks exits for stability in housing in HMIS for a period of 9 months. The VI-SPDAT identifies the appropriate housing intervention.
5. ODFC Economic Security workgroup tracks CoC housing stability outcomes to ensure coordination between resources and projects that address benefits and employment for homeless. The committee participates in a statewide project, "Secure Jobs Initiative" which created a vocational triage team that works through workforce development services to address barriers to employment. Partners in this effort with ODFC include the Dept of Labor, The Workplace, DCF, DSS, and others who represent the region's Workforce Investment system.
6. The ODFC region has a regional SOAR (SSI/SSDI Outreach Access and Recovery) lead to increase outcomes in connecting households with the disability income and benefits they need. For those who have a mental illness, chronic health conditions and other barriers to employment, access to benefits is a critical first step in recovery and housing stability. The SOAR lead is certified in applying for benefits and also coordinates training and tracking opportunities for local service providers to streamline applications.
7. Stable Families program offers those in the ODFC region support in accessing mainstream resources, entitlements, access to physical and behavioral health services and increased housing stability by connections to income supports.
8. CAN community navigators connect clients with information on opportunities to increase housing stability through training and income via the American Jobs Center, Dept. of Labor and DSS. CAN specialists connect clients with information on: TANF, JFES, and other income increase opportunities. American Jobs and Workplace staff can also connect with follow up consultations with the Bureau of Rehab or other benefit specialists and special needs providers for clients in

rapid re-housing, transitional housing and emergency shelter or once placed into permanent housing with resources to increase income and housing stability.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

1. The CoC's common assessment tool, VI-SPDAT, assigns housing resources based on assessed needs to ensure transition into housing options and housing stability once housed. The tool not only considers the unique barriers of each household to indicate the service needs for all, but also sorts for length of homelessness and in consideration of the HUD policies (HUD CPD 14012), the assessment at-risk in resource prioritization. HMIS supplements other household specific data, ensuring that the housing assignments for all on the registry are appropriate.
2. Housing stability rates have increased via use of VI-SPDAT as resource allocation transitioned from 1st come 1st served and not routinely assigning most intensive, costliest intervention. HMIS retention data from FY16 indicates rates of 88%, 93% & 99% respectively for TH, RRH & PSH over 2 year span respectively. FY17 data indicates 83%, 97% & 98% retention for the same program type. The VI-SPDAT acts as a tie breaker to fill slots for households with equal scores in PSH or rapid rehousing and informs a household's vulnerability specifics, while housing specialists who attend the regional housing placement meetings also advocate for the most appropriate and/or most vulnerable client to fill a particular vacancy based on historical personal information. Regional data is enhanced by 211, enabling the CoC to create system wide dashboards on all elements of homelessness and to efficiently engage providers representing each sub-population of homeless to ultimately close the side doors, ensuring that all who enter the system are appropriately triaged and assigned. Upshots of system change include better familiarity of providers with all homeless households residing in the region, better follow through and follow up on every single case, and improved housing stability for those exiting homelessness.
3. The CoC's regional by name list is used by FC CAN's four Housing First (HF) teams who house the chronically homeless who present with incredibly diverse barriers to success in independent housing. Community Care Teams and homeless outreach workers ensure that the HF team leaders have updated contact information for people in crisis also reflected in HMIS records, and community wide efforts exist to de-duplicate these lists amongst CoC partnerships for providers who serve the domestic violence cohort. All related strategies ensure that those housed are appropriately identified and that each household is supported with the services they need to increase their housing security and stability.
4. Weekly housing placement meetings, ongoing case conferencing on households on the by name list and system enhancements (which include adding navigators to the crisis response

infrastructure to rapidly house the homeless via document readiness and application processing for available subsidies}, have reduced the wait for housing. Better familiarity through connecting households with case management which begins at the CAN intake has created smoother transitions for households exiting homelessness, and better tracking and follow through on households when destabilization occurs has improved the stability of all subpopulations in housing, effectively reducing the returns to homelessness.

5. CoC models like Critical Time Intervention for case management by HF placements, rapid rehousing and permanent supportive housing have resulted in system return reductions. The case manager develops a plan identifying prevention via natural resources and encourages community connections, preventing, or at least reducing, re-entry into homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

During PY44, the Norwalk Housing Authority was and has been involved in the Washington Village Public Housing project. This project will produce 273 units of public housing and is currently in the construction phase. The Agency has previously allocated Choice Neighborhoods funding for this project.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The NHA has a resident advisory board (RAB) with a membership of 18 to 22 people. On occasion, a member resigns or leaves the NHA and a volunteer member is recruited to fill the vacancy. The RAB meets at least quarterly and is briefed by the NHA staff on changes to policy and improvements to the housing developments. In addition to the RAB, the NHA Board of Directors has a resident representative, and each development has a resident group that meets three to four times a year or as needed. Each of these groups participated in the formulation of the Five Year Plan for the NHA which was completed in 2014 as well as the FY2019 Annual Plan.

Goal #4 of the NHA's FY18 Annual Plan is to "Improve Opportunities for Residents". The NHA works to encourage self-sufficiency, reduce dependency and help break the cycle of poverty. The NHA has 138 participants in the targeted Family Self-Sufficiency program. This program serves a range of households with programs ranging from managing finances to establishing careers and improving employment.

For the CNI, the NHA and its consultants will reach out continuously to Washington Village residents to keep them engaged in the development of the replacement units. The NHA will implement a general "people plan" that includes a broad network of community partners. The total CNI-funded commitment for the "people plan" is over \$4 million, leveraging over \$18 million. For instance, the Norwalk Community College and Workforce Inc. will provide educational and workforce training opportunities to Washington Village residents that could lead to an income level that would support homeownership.

Supported by the CNI, the NHA will help Washington Village residents become economically self-sufficient and more able to meet their personal wellness goals. Key partners include Norwalk Community College, Career Resources, Inc., Norwalk Community Health Center, Day Street Health Center and Norwalk Hospital.

Other goals of the NHA's FY19 Annual Plan are to "Improve the Wellbeing of Residents", "Increase Assisted Housing Choices", "Breaking the Cycle of Poverty", and "Promote Fair Housing". In fulfilling these goals, the NHA encourages residents to become more involved in management and participation in homeownership.

Actions taken to provide assistance to troubled PHAs

The Norwalk Housing Authority is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Agency edited and amended the South Norwalk Transit Oriented District Redevelopment Plan over the course of the past year and a half. The purpose of the Plan is to improve the conditions of the South Norwalk area by encouraging the development of complete, compact neighborhoods that draw new residents and businesses within a socially and economically diverse district centered on the South Norwalk Metro-North Railroad Station. The neighborhoods within the district should be of moderate scale, be both mixed-use and mixed-income and have adequate amenities for circulation, public safety and open space. Equitable development combines both people-based and place-based strategies and the city's economic development tools, land use policies and regulations to create a thriving city based on a mutually supportive relationship between neighborhoods and commercial districts and to achieve the following principles:

- Create stable socially and economically diverse neighborhoods that are sustained by minimizing the neighborhood transition costs impacting existing low/moderate income (LMI) residents.
- Provide for LMI residents to establish equity in the revitalization by becoming investors in the redevelopment goals and objectives, not disaffected by them.

The Agency also recently updated the Wall Street/West Avenue redevelopment plan. The Agency retained the Regional Plan Association that developed a new plan that encourages mixes of uses in these areas, high density, and affordability. Accompanying zoning is also being amended to allow more flexibility in size, parking requirements, and uses which can encourage additional affordability within these communities. The plan was completed and approved in PY44.

Additionally, the Agency worked closely with the Department of Planning and Zoning in updating the Plan of Conservation and Development for Norwalk. The plan looks at Norwalk as a whole and address topics such as zoning, land use, affordability, density, and circulation. The plan and the redevelopment plans will be compatible with one another to promote the same goals and objectives.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Norwalk continued to work to meet the needs of the community, including continued implementation of its Language Access Plan. The Human Relations and Fair Rent department began a review of the Language Access Plan and the Language Resource Guide used by City staff when providing services.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Norwalk Housing Authority (NHA) will address lead based paint (LBP) hazards and increase access to housing without LBP hazards through the replacement of all 136 units of Washington Village apartments. When Washington Village was built in the late 1930s, lead paint was still in use.

The Agency is rehabilitating units in the South Norwalk area, many of which were built prior to 1978. When these affordable housing units are finished, they will be free of LBP hazards. All housing developments supported by the Agency, in South Norwalk or elsewhere in the City, will be without LBP hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Choice Neighborhood Initiative (CNI) provides intensive case management to connect residents of the Norwalk Housing Authority (NHA) with services and programs that will help achieve their goals. Key partners include Norwalk Community College, Career Resources, Inc., Norwalk Community Health Center, Day Street Health Center and Norwalk Hospital. The plan also includes educational improvements and reforms. The NHA's scholarship program assists NHA residents to continue their education after high school.

The Norwalk Redevelopment Agency provided technical assistance to area businesses and employment-training programs, which together strengthen and grow the job market by developing a qualified workforce.

Liberation Program's case manager provided extensive case management services which included working with residents to develop a resume and interviewing skills as well as offering leadership opportunities in order to help clients gain self-confidence and prepare them for the workplace.

The Triangle Community Center's case manager also provided services which included job training and placement to prepared and readied members for an opportunity in the workplace.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Opening Doors of Fairfield County Continuum of Care (CoC) provides structure to the organizations which comprise the homeless institutional delivery system. The merger of Norwalk/Fairfield County CoC, Stamford/Greenwich CoC and the Bridgeport CoC greatly expanded the capacity of the CoC.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Choice Neighborhood Initiative significantly enhances coordination between public and private housing as the development will include replacement public housing units, workforce housing units and market rate units mixed together with all units designed to the same standards, regardless of the resident's income level.

The CoC continues to be the main organization by which social service agencies coordinate and collaborate.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In January 2015, the Mayor of the City of Norwalk recognized the receipt of the document, "Analysis of Impediments to Fair Housing, An Update to the 2010 Analysis of Impediments." The document is available on the City's website and posted on the Norwalk Redevelopment Agency's website (www.norwalkct.org/1412/Community-Development-Block-Grant) in both English and Spanish.

The Fair Housing Officer is responsible for reporting the collective fair housing accomplishments of the City to the Common Council and the Mayor's Office. In accordance with the Analysis of Impediments, the Redevelopment Agency assisted DPW in a SoNo Streetscapes program to enhance accessibility in the urban core, implemented and administered the Residential Facade Improvement Grant Program, and worked in partnership with HDF to provide housing counseling to prevent foreclosures.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Norwalk Redevelopment Agency (the Agency) ensures compliance with federal CDBG regulations through a comprehensive monitoring process. The Agency monitors sub-recipients and completed CDBG funded projects for compliance with related Federal requirements.

An executed written agreement outlining the scope of activities, performance criteria and length of funding period is required. Contracts for construction projects include all necessary information for Davis Bacon. Additionally, information is provided regarding compliance with HUD's Section 3 requirements and competitive contractor selection.

Attendance at a "Pre-Award Conference" is required for all new sub-recipients. The Agency reviews program and record keeping requirements with the entity receiving Federal funding.

Payment requests must be submitted with supporting documentation which may include time sheets, certified payroll records, affordable housing restrictions, income documentation, corresponding bills and/or cash receipts. Payment requests must include beneficiary information collected through household information sheets.

Quarterly reports are required to be submitted for each funding allocation. Such reports include information on the number of beneficiaries served, the status of the project, challenges and successes in the quarter and expectations for the upcoming quarter. Although a site-visit may be requested at any time, sub-recipients may request one when submitting their report.

The Agency conducts on-site monitoring by request and as needed during the program year. These visits are prioritized, by determining if any organizations are considered high risk. Sub-recipient's files are reviewed for compliance with all regulations governing its administrative, financial, procurement and programmatic operations and that it is achieving its performance objectives.

Any construction work has periodic and final inspections. Proper documentation of expenditures, appropriate wages and satisfactory completion of work must be submitted prior to the expenditure of CDBG funds for facility improvements.

Recipients of HUD funds in excess of \$200,000 and individual contracts or subcontracts in excess of \$100,000 are subject to Section 3. Any contract in excess of \$100,000 requires a Section 3 plan from the contractor and the Agency monitors that plan to ensure that businesses used and individuals hired are used to the greatest extent possible as delineated in that plan. The Agency furthers this effort by requiring all construction contracts using CDBG monies have at minimum 25% of the contract award go

to Section 3 based businesses, Small Business Enterprises, Minority Based Enterprises and Woman-Owned Enterprises.

Norwalk has also adopted a Conflict of Interest Policy for the Community Development Block Grant Program that is in compliance with the U.S. Code of Federal Regulations Title 24, Part 570.11.

The City also understands its obligation to Affirmatively Further Fair Housing. The Norwalk Analysis of Impediments was updated in 2015. The Norwalk Fair Housing Officer is charged with ensuring education about fair housing is conducted and with managing complaints which might be received. In their applications for CDBG funding, all sub-recipients must submit their organization's Language Access Plan which ensures organizations supported by federal funding offer meaningful access to all persons, regardless of their ability to speak English.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Consolidated Annual Performance and Evaluation Report (CAPER) was available for public comment for over 15 days and the subject of a public hearing. Notifications of these opportunities to comment are both general and targeted. Legal Notices alerting the public of the availability of the CAPER for their review and notifying the public of the associated Public Hearing were run on August 27th and September 3rd, twice within two weeks of the Public Hearing. The Comment Period ran from August 10, 2019 until August 30, 2019 and the Public Hearing was held on Thursday, September 5, 2019 at a meeting of the Planning Committee of the Norwalk Common Council.

The draft CAPER was available for review in hard copy at the South Norwalk Community Center, the South Norwalk Public Library, the Norwalk Housing Authority's main office and the main branch of the Norwalk Public Library, as well as at the Redevelopment Agency. The locations are chosen due to their proximity to the South Norwalk and Wall Street target areas. The draft CAPER was available electronically from the City's website (www.norwalkct.org/Community-Development-Block-Grant).

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The jurisdiction did not make any changes to the program objectives and does not intend to as a result of its experiences this program year.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

ATTACHEMENTS A AND B WILL E INSERTED AFTER THE COMMENT PERIOD HAS ENDED

Attachment C: PR 26 Adjustment Memo



August 1, 2019

Mr. Brian Conatser
U.S. Department of Housing and Urban Development - Hartford Field Office
20 Church Street, 10th Floor
Hartford, CT 06103-3220

Re: Adjustments made to PR26 in FY44 CAPER

Dear Mr. Conatser:

In order for the City of Norwalk's PR26 report to accurately reflect the funds dispersed during the previous program year, the following adjustments were made:

- **Line 18 – Expended for low/mod multi-unit housing → \$325,992.69**
 - \$325,992.69 was expended in PY44 for nine IDIS activities:
 - \$54,568.33 - #598: NRA - CN: Rehab Multi Unit Rehab
 - \$2,671.26 - #626: NRA - CN: Rehab: Multi Unit Residential
 - \$132.00 - #628: NRA - CN: Rehab Administration (\$132.00 – not allowed to charge to previous year in PY43 and hence charge in PY44)
 - \$10,000.00 - #630: PY42 Rehab Program - Program Income
 - \$46,482.00 - #631: PY41 Rehab Program - Program Income
 - \$502.00 - #642: Norwalk Housing Authority: Irving Freese Park ADA Improvements
 - \$45,000 - #644: Rowayton Senior Housing – Heating Efficiency
 - \$96,643.93 - #650: NRA - CN: Rehab Administration
 - \$72,993.17 - #669: NRA - CN: Rehab Administration
- **Line 20 – Adjustment to compute total low/mod credit → -\$3,164.00**
 - \$3,164.00 was subtracted from the low/mod total expenditures as a result of IDIS #636 Saturday Academy - Cryptography program as 4 beneficiaries of the program were not LMI and were over 80% of the income limit. As the cost per child was \$791.00 a total of \$3,164.00 was subtracted (\$791.00 x 4 = \$3,164.00).

Please contact me with any questions or concerns

Thank you.

Sabrina Church

Sabrina Church
Community Development Planner
schurch@norwalkct.org
203-854-7810 x46781

Attachment D: PR26 Reports

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	PR26 - COBG Financial Summary Report	

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PART I: SUMMARY OF COBG RESOURCES		
01 UNEXPENDED COBG FUNDS AT END OF PREVIOUS PROGRAM YEAR		0.00
02 ENTITLEMENT GRANT		864,505.00
03 SURPLUS URBAN RENEWAL		0.00
04 SECTION 106 GUARANTEED LOAN FUNDS		0.00
05 CURRENT YEAR PROGRAM INCOME		114,762.62
05a CURRENT YEAR SECTION 106 PROGRAM INCOME (FOR SI TYPE)		0.00
06 FUNDS RETURNED TO THE LINE OF CREDIT		36,000.00
06a FUNDS RETURNED TO THE LOCAL COBG ACCOUNT		0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE		0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)		1,239,347.62
PART II: SUMMARY OF COBG EXPENDITURES		
09 DISBURSEMENTS OTHER THAN SECTION 106 REPAYMENTS AND PLANNING/ADMINISTRATION		412,933.12
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT		0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)		412,933.12
12 DISBURSED IN IDS FOR PLANNING/ADMINISTRATION		183,284.31
13 DISBURSED IN IDS FOR SECTION 106 REPAYMENTS		0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES		0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)		1,016,237.43
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)		219,130.19
PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD		
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS		0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING		125,992.48
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES		506,840.43
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT		0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)		632,832.91
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)		98.67%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS		
23 PROGRAM YEAR(S) COVERED IN CERTIFICATION	PS: PY: PY:	0.00
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION		0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS		0.00%
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)		
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS		
27 DISBURSED IN IDS FOR PUBLIC SERVICES		152,236.93
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR		0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR		0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS		0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 + LINE 29 + LINE 30)		152,236.93
32 ENTITLEMENT GRANT		864,505.00
33 PRIOR YEAR PROGRAM INCOME		169,193.79
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP		0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)		1,033,778.79
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)		14.72%
PART V: PLANNING AND ADMINISTRATION (PA) CAP		
37 DISBURSED IN IDS FOR PLANNING/ADMINISTRATION		183,284.31
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR		0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR		0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS		0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 + LINE 39 + LINE 40)		183,284.31
42 ENTITLEMENT GRANT		864,505.00
43 CURRENT YEAR PROGRAM INCOME		114,762.62
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP		0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)		1,199,347.62
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)		15.28%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17
Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	2	598	NRA - CH Rehab Multi Unit Rehab	14B	LMI	\$64,566.33
2015	14	631	FX41 Rehab Program - Program Income	14B	LMI	\$46,482.00
2016	3	630	FX42 Rehab Program - Program Income	14B	LMI	\$10,000.00
2016	5	626	NRA - CH Rehab Multi Unit Residential	14B	LMI	\$2,871.26
2017	3	644	Roadway Senior Housing - Heating Efficiency	14B	LMI	\$45,000.00
				14B	Matrix Code	\$158,721.59
2017	3	642	Norwalk Housing Authority - Irving Freese Park ADA Improvements	14C	LMI	\$502.00
				14C	Matrix Code	\$502.00
2016	5	628	NRA - CH Rehab Administration	14H	LMI	\$132.00
2017	5	650	NRA - CH Rehab Administration	14H	LMI	\$93,643.53
2018	5	669	NRA - CH Rehab Administration	14H	LMI	\$77,953.17
				14H	Matrix Code	\$166,769.10
Total						\$325,992.69

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	3	663	6221313	Keystone House - Bathroom Renovation	03B	LMI	\$1,979.21
2018	3	663	6228770	Keystone House - Bathroom Renovation	03B	LMI	\$5,950.00
2018	3	663	6249779	Keystone House - Bathroom Renovation	03B	LMI	\$120.79
					03B	Matrix Code	\$8,050.00
2017	2	640	6175284	Public Facility Contingency	03C	LMA	\$1,150.00
2018	2	659	6239770	Carver Foundation - Gym Floor Replacement	03C	LMA	\$41,860.00
2018	2	659	6259200	Carver Foundation - Gym Floor Replacement	03C	LMA	\$19,220.00
2018	2	659	6260200	Carver Foundation - Gym Floor Replacement	03C	LMA	\$27,455.22
2018	2	661	6249779	Public Facility Contingency	03C	LMA	\$5,203.00
2018	5	670	6228593	NRA - CH: Public Facilities	03C	LMA	\$793.90
2018	5	679	6239770	NRA - CH: Public Facilities	03C	LMA	\$63.40
2018	5	670	6249779	NRA - CH: Public Facilities	03F	LMA	\$1,035.00
2018	5	670	6259200	NRA - CH: Public Facilities	03C	LMA	\$5,919.71
2018	5	670	6260200	NRA - CH: Public Facilities	03C	LMA	\$4,981.67
2018	5	670	6290870	NRA - CH: Public Facilities	03F	LMA	\$8,176.32
					03F	Matrix Code	\$114,836.22
2017	5	648	6221313	NRA - CH: Parks and Recreational Facilities	03F	LMA	\$664.15
2018	5	667	6221313	NRA - CH: Parks and Rec Facilities	03F	LMA	\$45,175.00
2018	5	667	6229591	NRA - CH: Parks and Rec Facilities	03F	LMA	\$5,714.91
2018	5	667	6239770	NRA - CH: Parks and Rec Facilities	03F	LMA	\$6,857.49
2018	5	667	6249779	NRA - CH: Parks and Rec Facilities	03F	LMA	\$6,331.40
2018	5	667	6290870	NRA - CH: Parks and Rec Facilities	03F	LMA	\$9.17
					03F	Matrix Code	\$64,752.15
2017	5	649	6221313	NRA - CH: Street Improvements	03K	LMA	\$1,663.51
2018	5	668	6221313	NRA - CH: Street Improvements	03K	LMA	\$4,026.92
2018	5	668	6229591	NRA - CH: Street Improvements	03K	LMA	\$2,575.60
2018	5	668	6239770	NRA - CH: Street Improvements	03K	LMA	\$3,427.24
2018	5	668	6249779	NRA - CH: Street Improvements	03K	LMA	\$2,255.81
2018	5	668	6259200	NRA - CH: Street Improvements	03K	LMA	\$38,457.06
2018	5	668	6260200	NRA - CH: Street Improvements	03K	LMA	\$5,311.43
2018	5	668	6290870	NRA - CH: Street Improvements	03K	LMA	\$2,945.84
					03K	Matrix Code	\$61,661.61



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	5	647	6221313	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$985.82
2018	5	646	6221313	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$33,152.63
2018	5	646	6228591	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$3,122.86
2018	5	646	6238770	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$1,788.99
2018	5	646	6249779	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$1,995.54
2018	5	646	6258200	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$4,899.17
2018	5	646	6260203	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$2,886.41
2018	5	646	6290870	NRA - CN: Cleanup of Contaminated Sites	04A	LMA	\$385.41
					04A	Matrix Code	\$50,885.82
2017	1	636	6175284	Saturday Academy - Cryptography	05D	LMC	\$5,522.00
2018	1	654	6228591	East Norwalk Library Association - Community Library Programs	05D	LMC	\$3,379.00
2018	1	654	6249779	East Norwalk Library Association - Community Library Programs	05D	LMC	\$2,274.00
2018	1	654	6258200	East Norwalk Library Association - Community Library Programs	05D	LMC	\$347.00
2018	1	655	6221313	Higher Education Literacy Professionals - College Edge Program	05D	LMC	\$6,816.00
2018	1	655	6238770	Higher Education Literacy Professionals - College Edge Program	05D	LMC	\$3,305.00
2018	1	655	6249779	Higher Education Literacy Professionals - College Edge Program	05D	LMC	\$1,535.00
2018	1	655	6258200	Higher Education Literacy Professionals - College Edge Program	05D	LMC	\$1,955.00
2018	1	655	6260203	Higher Education Literacy Professionals - College Edge Program	05D	LMC	\$360.00
2018	1	657	6221313	Saturday Academy - Girls in Tech	05D	LMC	\$10,790.00
2018	1	657	6249779	Saturday Academy - Girls in Tech	05D	LMC	\$2,595.00
2018	1	657	6260203	Saturday Academy - Girls in Tech	05D	LMC	\$2,435.00
2018	1	658	6228591	SAVE - Check and Connect	05D	LMC	\$7,000.00
2018	1	658	6249779	SAVE - Check and Connect	05D	LMC	\$5,300.00
					05D	Matrix Code	\$53,742.00
2017	1	636	6175284	Triangle Community Center - Case Management	05D	LMC	\$3,523.13
2018	1	653	6228591	Child Guidance Center - DBF Program	05D	LMC	\$13,145.00
2018	1	653	6249779	Child Guidance Center - DBF Program	05D	LMC	\$9,229.00
2018	1	653	6260203	Child Guidance Center - DBF Program	05D	LMC	\$2,615.35
					05D	Matrix Code	\$28,523.13
2017	1	635	6175284	Person to Person - Emergency Assistance	05Q	LMC	\$9,971.80
2018	1	652	6228591	ABCO Inc. - Rental/Utility Assistance	05Q	LMC	\$2,405.00
2018	1	652	6249779	ABCO Inc. - Rental/Utility Assistance	05Q	LMC	\$4,588.85
2018	1	652	6260203	ABCO Inc. - Rental/Utility Assistance	05Q	LMC	\$22,586.15
2018	1	656	6221313	Person to Person - Emergency Assistance	05Q	LMC	\$11,956.00
2018	1	656	6249779	Person to Person - Emergency Assistance	05Q	LMC	\$5,665.00
2018	1	656	6258200	Person to Person - Emergency Assistance	05Q	LMC	\$7,187.00
2018	1	656	6260203	Person to Person - Emergency Assistance	05Q	LMC	\$1,182.00
					05Q	Matrix Code	\$69,971.80
2017	3	641	6175284	HomeFront - Home Revitalization	14A	LMA	\$15,000.00
2018	3	642	6290870	HomeFront - Home Revitalization	14A	LMA	\$15,000.00
					14A	Matrix Code	\$30,000.00
2017	5	646	6221313	NRA - CN: Economic Dev't: Technical Assistance	18B	LMA	\$4,517.70
2018	5	645	6221313	NRA - CN: Economic Dev't: Technical Assistance	18B	LMA	\$2,146.30
2018	5	645	6228591	NRA - CN: Economic Dev't: Technical Assistance	18B	LMA	\$2,728.32
2018	5	646	6238770	NRA - CN: Economic Dev't: Technical Assistance	18B	LMA	\$4,133.48
2018	5	645	6249779	NRA - CN: Economic Dev't: Technical Assistance	18B	LMA	\$3,235.33
2018	5	645	6258200	NRA - CN: Economic Dev't: Technical Assistance	18B	LMA	\$5,040.73
2018	5	645	6260203	NRA - CN: Economic Dev't: Technical Assistance	18B	LMA	\$2,453.65
2018	5	645	6290870	NRA - CN: Economic Dev't: Technical Assistance	18B	LMA	\$262.81



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
					18B	Matrix Code	\$24,517.70
Total							9506,940.43

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	1	636	6175284	Saturday Academy - Cryptography	050	LMC	\$5,622.00
2018	1	654	6229591	East Norwalk Library Association - Community Library Programs	050	LMC	\$2,379.00
2018	1	654	6249779	East Norwalk Library Association - Community Library Programs	050	LMC	\$2,274.00
2018	1	654	6259200	East Norwalk Library Association - Community Library Programs	050	LMC	\$347.00
2019	1	655	6221313	Higher Education Literacy Professionals - College Edge Program	050	LMC	\$8,915.00
2019	1	655	6239779	Higher Education Literacy Professionals - College Edge Program	050	LMC	\$1,305.00
2018	1	655	6249779	Higher Education Literacy Professionals - College Edge Program	050	LMC	\$1,535.00
2018	1	655	6259200	Higher Education Literacy Professionals - College Edge Program	050	LMC	\$1,055.00
2018	1	655	6260203	Higher Education Literacy Professionals - College Edge Program	050	LMC	\$380.00
2018	1	657	6221313	Saturday Academy - Girls in Tech	050	LMC	\$10,790.00
2018	1	657	6249779	Saturday Academy - Girls in Tech	050	LMC	\$2,595.00
2018	1	657	6260203	Saturday Academy - Girls in Tech	050	LMC	\$2,435.00
2018	1	658	6229591	SAVE - Check and Connect	050	LMC	\$7,000.00
2018	1	658	6249779	SAVE - Check and Connect	050	LMC	\$1,300.00
					050	Matrix Code	\$53,742.00
2017	1	638	6175284	Triangle Community Center - Case Management	050	LMC	\$3,573.13
2018	1	653	6229591	Child Guidance Center - DET Program	050	LMC	\$13,145.60
2018	1	653	6249779	Child Guidance Center - DET Program	050	LMC	\$2,239.05
2018	1	653	6260203	Child Guidance Center - DET Program	050	LMC	\$7,615.35
					050	Matrix Code	\$28,523.13
2017	1	635	6175284	Person to Person - Emergency Assistance	050	LMC	\$9,971.60
2018	1	652	6229591	ABCD Inc. - Rental/Utility Assistance	050	LMC	\$2,905.00
2018	1	652	6249779	ABCD Inc. - Rental/Utility Assistance	050	LMC	\$4,598.85
2018	1	652	6260203	ABCD Inc. - Rental/Utility Assistance	050	LMC	\$22,596.15
2018	1	656	6221313	Person to Person - Emergency Assistance	050	LMC	\$11,956.00
2018	1	656	6249779	Person to Person - Emergency Assistance	050	LMC	\$9,665.00
2018	1	656	6259200	Person to Person - Emergency Assistance	050	LMC	\$7,127.00
2018	1	656	6260203	Person to Person - Emergency Assistance	050	LMC	\$1,192.00
					050	Matrix Code	\$69,971.60
Total							\$152,236.93

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	19	592	6218269	NRA General Program Admin	21A		(\$36,000.00)
2015	19	592	6219003	NRA General Program Admin	21A		\$36,000.00
2018	4	664	6221313	NRA - CDBG Administration	21A		\$62,974.57
2018	4	664	6229591	NRA - CDBG Administration	21A		\$26,151.33
2018	4	664	6239779	NRA - CDBG Administration	21A		\$14,659.14
2018	4	664	6249779	NRA - CDBG Administration	21A		\$11,311.03
2018	4	664	6259200	NRA - CDBG Administration	21A		\$7,937.19



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	4	664	6790203	NRA - CDBG Administration	21A		\$15,213.15
2018	4	664	6790870	NRA - CDBG Administration	21A		\$12,044.61
Total					21A	Matrix Code	\$183,284.31

[illegible]