

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

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

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AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: August 25, 2020

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Approve the increase of the Solid Waste Tip Fee from \$85/ton to \$90/ton set by the Department of Public Works Fee Schedule.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Titan Enterprises, Inc. for Project TMP 2020-1 ADA Access and Sidewalk Replacement at City Hall and the Health Department for a sum not to exceed \$215,775.00.

Account No. 09 17 1000 5777 C0536
 09 18 1000 5777 C0536
 09 17 4021 5777 C0581
 09 18 4021 5777 C0581
 09 20 4021 5777 C0581

- 2b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with Titan Enterprises, Inc. for Project TMP 2020-1 ADA Access and Sidewalk Replacement at City Hall and the Health Department for a sum not to exceed \$21,577.50.

Account No. 09 17 1000 5777 C0536
 09 18 1000 5777 C0536
 09 17 4021 5777 C0581
 09 18 4021 5777 C0581
 09 20 4021 5777 C0581

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Safety Markings, Inc. for Project TMP 2020-2 Proposed Pavement Marking, Symbols and Legends at Various Locations for a sum not to exceed \$128,935.00.

Account No. 09 18 4021 5777 C0562
 09 19 4021 5777 C0562
 09 20 4121 5777 C0562
 09 18 4021 5777 C0598
 09 19 4121 5777 C0598

09 20 4121 5777 C0598

- 3b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with Safety Markings, Inc. for Project TMP 2020-2 Proposed Pavement Markings, Symbols and Legends at Various Locations for a sum not to exceed \$12,893.00.

Account No. 09 18 4021 5777 C0562
09 19 4021 5777 C0562
09 20 4121 5777 C0562
09 18 4021 5777 C0598
09 19 4121 5777 C0598
09 20 4121 5777 C0598

4. Authorize the Mayor, Harry W. Rilling, to execute a Fourth 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 \$91,000.00 in accordance with the attached scope of services dated July 27, 2020.

Account No. 09 11 4021 5777 C0471
09 12 4021 5777 C0471
09 19 4021 5777 C0471
09 20 4021 5777 C0471
09 21 4021 5777 C0471

- 5a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and M. Rondano, Inc. for project DRG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$954,320.00.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318

- 5b. Authorize the Chief of Operations and Public Works, to execute orders on the contract with M. Rondano, Inc. for project DRG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$95,500.00.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**SEPTEMBER 8, 2020
VIA TELECONFERENCE**

09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318

6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Ahneman Kirby, LLC for On-Call Surveying Services. The Agreement is for a period of one (1) year at a sum not to exceed \$120,000.00 with an option to extend for two (2) additional terms for one (1) year each.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318
09 06 4021 5777 C0315
09 20 4027 5777 C0643
01 40 30 5258

7. Authorize the Mayor, Harry W. Rilling, to execute a Maintenance Agreement between the City of Norwalk and Metropolitan Reality Associates, LLC for the maintenance of the fence installed on the existing retaining wall within the City Right-of-Way along the length of the frontage of the property located at 1 Bates Court adjacent to Dr. Martin Luther King, Jr. Drive.
8. Authorize the Mayor Harry W. Rilling, to execute the Gift Letter in order to demonstrate formal acceptance of the gift of the Fence from the Lockwood Mathews Mansion Museum.

B. HEALTH 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 Justice under the FY2020 Edward Byrne Memorial Justice Assistance Grant, in the amount of \$33,741.00.
- 1b. Authorize the Police Chief, Thomas E. Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the FY2020 Edward Byrne Memorial Justice Assistance Grant pursuant to such grant funding.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents or amendments as may be necessary to accept and implement the LiveScan Device Transfer Agreement between the State of Connecticut Department of Emergency Services and Public Protection and the Norwalk Police Department.
- 3a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Transportation under the FY 2021 Distracted Driving High Visibility Enforcement Grant, in the amount not to exceed \$50,000.00.

- 3b. Authorize the Police Chief, Thomas E. Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through to FY 2021 Distracted Driving High Visibility Enforcement Grant, pursuant such grant funding.
- 4. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept funds from the Connecticut Department of Public Health in the amount of \$493,298, for the period beginning May 19, 2020 through November 17, 2022 for the enhanced detection, response, surveillance and prevention of COVID-19
- 5. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the project, Utilizing Community Health Workers in Norwalk COVID-19 Response, between the Connecticut Health Foundation, Inc., the Family and Children's Agency, Inc., and the City of Norwalk for the period September 1, 2020 to February 28, 2021.

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute a contract with A.V. Tuchy, Inc. for the installation of an elevator at the Norwalk Museum for a total not to exceed \$469,978.00. Acct. # 0919/206363 5777 C0549
- 1b. Authorize the Historical Commission to execute Change Orders on Contract for a total not to exceed \$47,000.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Antinozzi Associates, P.C. to provide architectural design services for the Naramake Elementary School – Kitchen Addition project for a total not to exceed \$239,200.00 Acct. #09215010 5777 C0788.
- 2b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$23,920.00.
- 3a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Antinozzi Associates, P.C. to provide architectural design services for the Cranbury Elementary School new construction project for a total not to exceed \$1,824,000.00 Acct. #09215010 5777 C0786.
- 3b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$91,200.00.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

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

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Mayor Rilling called the meeting to order at 7:39 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. **ROLL CALL**

Ms. King read the announcement and called the Roll:

The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Ms. Dominique Johnson Mr. Nicholas Sacchinelli
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District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Darlene Young	
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fourteen (14) Common Council members present and one (1) absent (Mr. Dumas). A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: August 11, 2020

**** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES AS PRESENTED**

**** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

III. PUBLIC PARTICIPATION

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

Ms. Diane Lauricella spoke in favor of the Solar for All program. She said that she loved that it focuses on low and middle income families. She said that the Energy Coordinator in Hamden said they had a great experience with this program.

Ms. Lauricella said that she would work with Ms. Young to be sure the Second and Third Taxing Districts can work with this program. She offered her assistance in spreading the word to help make this a successful program.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS RESIGNATIONS:

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

MAYOR'S REMARKS:

Mayor Rilling announced that City Hall will reopen on September 8, 2020 by appointment only. Appointments must be made in advance and temperature checks will be conducted before admission to the building is permitted. Scheduling software will be installed for the Security Guard.

Mayor Rilling noted that Danbury had a significant spike in Corona Virus cases. He said that Norwalk has been very cautious and has been relatively successful in minimizing an outbreak in our community.

Schools will reopen on September 8, 2020. Norwalk Public Schools received \$8.2 million from the State of CT to assist in the safe reopening of schools.

Over 16,000 Norwalk households lost power due to a fire at the Eversource substation in Norwalk on the evening prior to this Council Meeting. On the night of this Council meeting, over 2,000 households had no power due to lightning incidents. Mayor Rilling said he has been assured by Eversource they will have adequate staff to restore power as quickly as possible.

Mayor Rilling said he is in constant communications with Eversource to address the company's response to these incidents and the extensive power outage caused by Storm Isaias.

The Common Council will be voting on a Chief Information Security Officer, a new position that will be focused on cybersecurity and protection of Norwalk's information assets.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Ms. Smyth said she was grateful everyone was able to attend this evening's meeting after last night's power outages.

B. CONSENT CALENDAR:

**** MR. HEUVELMAN MOVED TO APPROVE THE FOLLOWING
CONSENT CALENDAR:**

VII.A.1, VII.A.2, VII.A.3, VII.B.1

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: AUGUST 13, 2020

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED AUGUST 13, 2020.

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: JULY 2020.

B. ORDINANCE COMMITTEE

1. APPROVE THE FOLLOWING REVISIONS/AMENDMENTS TO CITY CODE SECTION 32-8 OF THE CITY CODE: CHAPTER 32-8: PROHIBITED GIFTS

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN; MS. SMYTH)**

VII. COMMON COUNCIL COMMITTEES

C. PLANNING COMMITTEE

**** MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH POSIGEN AND THE CONNECTICUT GREEN BANK FOR THE SOLAR FOR ALL CAMPAIGN AND AUTHORIZE THEIR USE OF THE NORWALK CITY LOGO ON CAMPAIGN RELATED PROMOTIONAL MATERIALS.**

Mr. Kydes reviewed the item and said information will be posted on the City's website shortly. He noted that PosiGen has been vetted by the City of Norwalk and the Connecticut Green Bank.

Mr. Livingston thanked the staff and the members of the Planning Committee. He said this program is designed to bring solar energy to households below 100% of AMI. He said he sees this as a win-win.

Mayor Rilling thanked Mr. Kydes and the Planning Committee and said this is a wonderful program.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN; MS. SMYTH)**

**** MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A THREE-PARTY AGREEMENT WITH THE NORWALK PARKING AUTHORITY AND DORENBURG KALLENBACH ADVERTISING TO PROVIDE CITYWIDE MARKETING COMMUNICATION SERVICES IN A SUM NOT TO EXCEED \$100,000 FOR FISCAL YEAR 2020-2021.**

Mr. Kydes explained that this initiative started two – three years ago. He said he was very optimistic that this new one-year campaign will widen the span of business throughout the City of Norwalk.

Mr. Tsiranides said that going forward, this program will expand to the full City and will involve a variety of businesses. He said he felt this would be a good move for the City.

Mayor Rilling noted these are challenging times and there is a need to bring awareness of the City of Norwalk. He said they need to help local businesses thrive, especially since so many were closed during the pandemic.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN; MS. SMYTH)**

D. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

**** MS. SMYTH MOVED TO APPROVE THE POSITION DESCRIPTION FOR CHIEF INFORMATION SECURITY OFFICER.**

Ms. Smyth explained that ransomware hacking has increased recently and as a result, has cost victims millions of dollars. The City of Norwalk stores a lot of sensitive information and everyone is at risk of a ransomware attack. She said the Chief Information Security Officer will oversee both the City and Board of Education operations.

Ms. Karen DelVecchio, Director of IT said the key takeaway is that the City is the caretaker of a lot of personal information. She explained that there have been greater levels of attack, especially since Covid. This position will help craft protocols and training and will take that training to employees of the City and the Board of Education.

Mr. Henry Dachowitz, CFO said that when he first arrived, he retained Bloom Shapiro who reviewed both the City and Board of Education. He was pleased that their evaluation for both sides was positive; however, a key finding as that the City and Board of Education needed a Chief Information Security Officer.

Mr. Dachowitz said that he envisioned the Chief Information Security Office as being a Cabinet level position, reporting to the Mayor and Common Council. He explained that this position looks at electronic and paper information to be sure all information is protected. He said they are in very high demand and he hopes they can find someone who can upgrade what they do.

Mr. Livingston said there was a very critical need for this position and that he totally endorses this.

Mr. Dachowitz added that Norwalk is viewed as doing a good job.

Mr. Keegan said he spoke with a number of people about this position and fully supports it.

Mr. Burnett said he was very supportive of this position. He said it is critical to the City's operation to have business and disaster recovery plans in place.

Mr. Heuvelman said Covid exposed the dependence on technology. He said he was glad the City was taking these steps and fully supports this initiative.

Mayor Rilling congratulated Ms. DelVecchio, Mr. Dachowitz, the IT team and Finance for their hard work. He noted Norwalk's bond rating is AAA, which is a testament to the team.

**** MOTION PASSED UNANIMOUSLY BY VOICE VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN; MS. SMYTH)**

Due to a potential conflict of interest, Ms. Young recused herself and left the meeting at 8:16 p.m.

**** MS. SMYTH MOVED TO GO INTO EXECUTIVE SESSION FOR THE APPROVAL OF AND VOTE ON RETIREMENT INCENTIVE PROGRAM.**

**** MOTION PASSED UNANIMOUSLY BY A SHOW OF HANDS**

The members of the Common Council with Mayor Rilling, Mr. Coppola, Mr. Burney and Mr. Dachowitz went into Executive Session at 8:16 p.m.

The members of the Common Council came out of Executive Session at 8:50 p.m.

During Executive Session, no motions were made and no votes were taken.

**** MS. SMYTH MOVED TO APPROVE THE RETIREMENT INCENTIVE PROGRAM**

Mr. Burney, Director of Personnel and Labor Relations reviewed the elements of the program. He said this is a retirement incentive program for 91 non-uniform employees of the City of Norwalk. Among other incentives, it will add three years of service credit to enhance the retirement package. The employees will have three weeks to opt in and then they will leave the workforce in early October. Mr. Burney projects that 30 employees will take the program. An analysis of the positions will be created in an effort to reduce payroll costs.

Ms. Smyth said she fully supported this retirement program.

Mayor Rilling explained that the City of Norwalk continues to be financially sound at this time, but he does not know what the future holds. By being pro-active, they are looking out for the taxpayer. This is a better plan than a layoff or furlough which could impact City services. This will allow the City to save money without impacting efficiencies.

Mayor Rilling said that during this pandemic, a priority was to provide essential services. He said they were able to provide essential services. People worked from home, which was a viable solution. This is an opportunity to streamline City services and avoid layoffs and furloughs. He noted there could be another surge in the Corona virus. He noted that Norwalk has been fortunate because we have low numbers.

Mayor Rilling said Norwalk is fiscally sound but noted there is work to be done with Norwalk Public Schools to get school back in session safely. He said the Norwalk Public Schools are saying there may be a \$12 million shortfall, despite getting \$8 million from the State of Connecticut.

Mayor Rilling thanked Mr. Burney, Ms. L. King and Mr. Dachowitz as well as the Unions.

Mr. Burnett emphasized that this is a voluntary retirement incentive plan. Staff who are eligible, should look at the numbers to see if this plan can provide a sound financial footprint for them and their families. He noted that this plan was offered 12 years ago.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MR. HEUVELMAN; MR. ROBERTS; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN; MS. SMYTH)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MR. TSIRANIDES MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 9:01 p.m.

ATTEST:_____

Donna King, City Clerk

DEPARTMENT OF PUBLIC WORKS

FEE SCHEDULE

(As Amended Through April 13, 2020)

VII.A

ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
91-6	SEWER CONNECTION INSPECTION (State Road)	\$200	4/13/2010
93-21	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 93 (Stormwater, Illicit Discharges and Connections)	\$250/day plus all costs of remediation, litigation and criminal prosecution	4/8/2014
94-3	SOURCE SEPARATION OF MATERIAL		
	Batteries – Lithium (Any Size)	\$2/battery	4/8/2014
	Antifreeze (Residential)	\$2/gallon	4/8/2014
	Propane Tanks (Any Size)	\$5/tank	4/8/2014
	Tires (Any Size)	\$5/tire	4/8/2014
	Freon-containing appliances	\$10/appliance	2/2/2015
94-4.9d	PER-TRIP RESIDENT OR NON-RESIDENT DISPOSAL FEE (NO STICKER)	\$20 minimum	6/9/2009
94-10	LICENSE FEE FOR COLLECTION, REMOVAL AND TRANSPORTATION OF SOLID WASTE REGARDLESS OF WASTE TYPE		
	<u>VEHICLE TARE WEIGHT</u>		
	Less than 12,000 LBS Greater than 12,000 LBS	\$125 \$500	

ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
	REGISTRATION FEE FOR VEHICLES AND/OR CONTAINERS ENGAGED IN COLLECTION, REMOVAL AND TRANSPORTATION OF SOLID WASTE REGARDLESS OF WASTE TYPE		
94-10 Cont'd.	<u>VEHICLE TARE WEIGHT</u>	\$125	
	Less than 5,000 LBS	\$250	
	Greater than 5,000 LBS	\$750	
	Greater than 12,000 LBS	\$25	
	Rolloff Containers and Compactors		
	SOLID WASTE DISPOSAL		
	Acceptable Solid Waste	\$85/ton \$90/ton	11/13/2012
	YARD WASTE DISPOSAL		
	Leaves/Brush/Logs/Stumps	\$55/ton	4/8/2014
94-17	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 94 (Solid Waste)	\$250/day	9/12/2006
94-19	DISPOSAL PASS (Residents and/or Real Property Owners that DO NOT pay vehicle tax to Norwalk)	\$100	4/13/2020
95-12	DRIVEWAY PERMIT AND INSPECTION FEE		
	Major	\$400	2/10/2009
	Minor	\$200	2/10/2009
95-18	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 95 (Streets and Sidewalks)	\$250/day	9/12/2006

95-24	STREET ACCEPTANCE APPLICATION FEE	\$2,500	11/10/09
95-34	STREET ABANDONMENT APPLICATION FEE	\$5,000	6/28/2005
95A-20A	FINE FOR UNLAWFUL LITTERING	\$199	9/12/2006
ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
95A-20B	FINE FOR ILLEGAL DUMPING (not to exceed)	\$10,000	9/12/2006
96-3	ENCROACHMENT PERMIT FEE	\$200	2/10/2009
	RESTORATION OF PAVEMENT FEE		
		Pavement Damage Factors (PDF) - Range	
		One (1)	Two (2)
			Three (Or Below)
	All Category of Road	1.5	1.25
	Restoration fee shall equal current contract bid unit price multiplied by PDF multiplied by 1.15 (15% administrative and inspection fee.)		
96-21	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 96 (Excavation and Encroachment)	\$250/day	9/12/2006
96-21.D.	Corrective Action Permit Application Fee	\$1,000	9/9/2014
97-12	EXCAVATION AND FILL PERMIT APPLICATION FEE		
	Up to and including the first 100 cubic yards (CY)	\$250	9/12/2006
	Each additional 100 cubic yards (CY), or fraction thereof, beyond first 100 CY	\$25	9/12/2006
97-15	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 97 (Excavation and Filling of Land)		
	Lack of Permit	\$250/day	9/12/2006

	Cease & Desist	\$500/day	9/12/2006
99-9	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 99 (Snow Emergencies)	\$250	9/12/2006
112-4	TREE REMOVAL PERMIT AND POSTING FEE	\$200	2/10/2009
ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
112-4A(3)(c)	TREE REPLACEMENT FEE	\$750	6/9/2009
112-6	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 112 (Trees)	\$250	9/12/2006
ENGINEERING	ENGINEERING DATA PRICING		
	Blackline Copy	\$0.75 per SF (minimum \$2)	9/10/2002
GIS	GEOGRAPHIC INFORMATION SYSTEM DATA PRICING		
	<u>COLOR DIGITAL ORTHOPHOTOS</u>		
	Shapefile (SHP or CAD file (DWG))	\$60/hour (\$30 minimum)	4/8/2014
	Customized GIS map with one copy	\$60/hour (\$30 minimum)	4/8/2014
	GIS Print (11"x17" or smaller)	\$10/copy	4/8/2014
	GIS Print (Larger than 11"x17")	\$25/copy	4/8/2014
	Map legend and disclaimer to be printed on all detailed planimetric maps		
EVENTS	SPECIAL EVENT FEES		
	Barrels/Barricades	\$750 refundable deposit	4/8/2014
	Missing/Replacement Barrels/Barricades	\$75/unit	4/8/2014

	Barrel/Barricade Delivery Fee	\$200 [except Norwalk headquartered 501(c)(3)s and any and all Norwalk City entities]	4/8/2014
	Barrel/Barricade Pick-up Fee	\$200 [except Norwalk headquartered 501(c)(3)s and any and all Norwalk City entities]	4/8/2014
ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
MISC	OTHER MISCELLANEOUS FEES		
	Fax	\$1 per page	10/27/1992
	Oversized Fax	\$0.75 per SF (minimum \$2)	10/27/1992

DPW FEE SCHEDULE AMENDMENTS:

Dated:	June 6, 1988	February 26, 1991	February 8, 2000	June 12, 2007	November 13, 2012
Amended:	July 19, 1988	September 24, 1991	May 9, 2000	May 13, 2008	April 8, 2014
	July 20, 1988	October 27, 1992	November 14, 2000	December 9, 2008	September 9, 2014
	Aug. 1, 1988	February 21, 1995	August 13, 2002	February 10, 2009	February 10, 2015
	Aug. 9, 1988	August 15, 1997	September 10, 2002	June 9, 2009	April 13, 2020
	March 23, 1988	February 25, 1997	June 28, 2005	October 13, 2009	
	February 27, 1990	May 11, 1999	November 9, 2005	November 10, 2009	
	March 13, 1990	January 11, 2000	September 12, 2006	April 13, 2010	



NORWALK PLANNING COMMISSION

125 East Avenue
Norwalk, Connecticut

MEMORANDUM

August 27, 2020

TO: Common Council

FROM: Bryan Baker, Land Use Planner

SUBJECT: 8-24 Referral #07-20 - Transportation Mobility and Parking - Construction of ADA compliant City Hall Campus sidewalks

At their August 24, 2020 meeting, the Planning Commission made the following decision:

BE IT RESOLVED by the Norwalk Planning Commission that the 8-24 referral made by Transportation, Mobility and Parking for the construction of ADA compliant City Hall Campus sidewalks be **APPROVED** for to the following reasons:

1. To achieve the Plan of Conservation and Development goal for Norwalk to have a comprehensive and balanced transportation system, with safety and multimodal accessibility the top priority of citywide transportation planning by implementing the action "*Encourage pedestrian-friendly design features*" (Chapter 10: Transportation & Mobility Networks, pg. 198); and
2. To achieve the Plan of Conservation and Development goal for Norwalk to have a comprehensive and balanced transportation system, with safety and multimodal accessibility the top priority of citywide transportation planning by implementing the action "*Maintain and enhance existing trails and footpaths*" (Chapter 10: Transportation & Mobility Networks, pg. 198); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

ProjectNumber: TMP2020-1

Project Name: ADA ACCESS AND SIDEWALK REPLACEMENT AT NORWALK CITY HALL AND HEALTH DEPARTMENT

Item				Apparent Low Bidder		Second Bidder		ThirdBidder		Engineer's Estimate	
Number	Description	Quantity	Unit	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount
0406203 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	10.00	SY	\$1,000.00	\$10,000.00	\$80.00	\$800.00	\$0.00	\$0.00	\$70.00	\$700.00
0406204 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	10.00	SY	\$1,000.00	\$10,000.00	\$65.00	\$650.00	\$0.00	\$0.00	\$65.00	\$650.00
0811001 A	CONCRETE CURBING	130.00	LF	\$45.00	\$5,850.00	\$50.00	\$6,500.00	\$0.00	\$0.00	\$40.00	\$5,200.00
0910003 A	POST/SIDE MOUNTED HANDRAIL	320.00	LF	\$50.00	\$16,000.00	\$375.00	\$120,000.00	\$0.00	\$0.00	\$200.00	\$64,000.00
0921001 A	CONCRETE SIDEWALK	4225.00	SF	\$17.00	\$71,825.00	\$20.00	\$84,500.00	\$0.00	\$0.00	\$14.00	\$59,150.00
0924007 A	HANDICAP RAMPS (ADA COMPLIANT)	90.00	SF	\$40.00	\$3,600.00	\$26.00	\$2,340.00	\$0.00	\$0.00	\$30.00	\$2,700.00
0944003 A	FURNISHING AND PLACING TOPSOIL	70.00	SY	\$80.00	\$5,600.00	\$15.00	\$1,050.00	\$0.00	\$0.00	\$7.00	\$490.00
0950003 A	TURF ESTABLISHMENT (LAWN)	70.00	SY	\$70.00	\$4,900.00	\$1.50	\$105.00	\$0.00	\$0.00	\$2.00	\$140.00
0951303	4' BENCH	4.00	EA	\$2,250.00	\$9,000.00	\$2,200.00	\$8,800.00	\$0.00	\$0.00	\$1,700.00	\$6,800.00
0970006 A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	7000.00	ALLOW	\$1.00	\$7,000.00	\$1.00	\$7,000.00	\$0.00	\$0.00	\$1.00	\$7,000.00
0970007	TRAFFICPERSON (UNIFORMED FLAGGER)	200.00	HRS	\$100.00	\$20,000.00	\$65.00	\$13,000.00	\$0.00	\$0.00	\$45.00	\$9,000.00
0971002 A	MAINTENANCE AND PROTECTION OF TRAFFIC	1.00	EA	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
0975004 A	MOBILIZATION AND PROJECT CLOSEOUT	1.00	LS	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00
0980002	PROJECT SURVEY AND STAKEOUT	3500.00	LS	\$1.00	\$3,500.00	\$1.00	\$3,500.00	\$0.00	\$0.00	\$1.00	\$3,500.00
0992001 A	BOLLARD RESET	9.00	EA	\$1,000.00	\$9,000.00	\$900.00	\$8,100.00	\$0.00	\$0.00	\$500.00	\$4,500.00
1117112 A	RECTANGULAR RAPID FLASHING BEACON SYSTEM - RESET	4.00	EA	\$2,050.00	\$8,200.00	\$500.00	\$2,000.00	\$0.00	\$0.00	\$2,650.00	\$10,600.00
1208931	SIGN FACE-SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)	20.00	SF	\$65.00	\$1,300.00	\$50.00	\$1,000.00	\$0.00	\$0.00	\$35.00	\$700.00

ProjectNumber: TMP2020-1

Project Name: ADA ACCESS AND SIDEWALK REPLACEMENT AT NORWALK CITY HALL AND HEALTH DEPARTMENT

Item		Apparent Low Bidder				Second Bidder		ThirdBidder		Engineer's Estimate	
Number	Description	Quantity	Unit	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount
					\$215,775.00	\$271,345.00		\$0.00		\$196,130.00	

Apparent Low Bidder = Titan Enterprises Ansonia, CT

Second Bidder = Star Construction Stratford, CT

Third Bidder =

BID SHEET

PROJECT: TMP2020-2 PROPOSED PAVEMENT MARKINGS, SYMBOLS AND LEGENDS AT VARIOUS
LOCATIONS

DATE: Wednesday, August 19, 2020 AT 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
Safety Markings, Inc. Bridgeport, CT	\$128,935.00	15% - Travelers Casualty
K5 Corporation Rockland, MA	\$ 164,700.00	15% - Aspen American

A. DiCesare Associates, P.C.
690 Clinton Avenue, Bridgeport, Connecticut 06604
phone: 203-696-0444 * website: www.adicesarepc.com

July 27, 2020

Mr. Anthony R. Carr, P.E.
Chief of Operations and Public Works
City of Norwalk
Department of Public Works
125 East Avenue, City Hall
Norwalk, Connecticut 06856-0798

Attn: Mrs. Vanessa Valadares, P.E.
Project Manager

Re: Task Order Services along East Avenue / East Avenue Village District
ADA File No. 207023

Dear Mrs. Valadares:

Transmitted herewith is our Scope of Work & Cost Proposal to perform services in connection with the above referenced project. We hope and trust the supporting documentation is adequate and appropriate.

Should there be any questions or need for additional information, please do not hesitate to contact me.

Very truly yours,
The Office of
A.DiCesare Associates, P.C.



Arthur DiCesare, P.E.
Engineer-in-Charge

Task Order Services for the City of Norwalk

SCOPE OF SERVICES

July 27, 2020

A.DiCesare Associates P. C. (ADA) will perform the following Task Order Services:

- Task Order No. 1: Development of City Standards for the East Avenue Village District Guidelines, as well as update applicable City Standards for the East Avenue Village District.
- Task Order No. 2: Design for utility service connections to properties along East Avenue which are impacted by the planned Advanced Utility Relocation (AUR) Project as administered by the Connecticut Department of Transportation

Task Order No. 1: East Avenue Village District Guidelines

Working together with the City and its designated Landscape Architecture and Land Planning Consultant (HARRIMAN), ADA will create "New Standard Drawings" for the East Avenue Village District and update City Standard Drawings.

ADA will assist with the technical coordination of design elements with HARRIMAN and aid with the development of general notes and details for construction.

Task Order No. 2: Service Connections

ADA, working together with its electrical engineering subconsultant (Musco Engineering Associates) and service providers (namely, Third Taxing District, Altice & Frontier), will develop Contract Plans & Specifications (Contract Documents) for Construction.

Contract Documents will be prepared for solicitation of prequalified contractors (as supplied by Third Taxing District, Altice & Frontier) to perform required service connections for properties which will be impacted along East Avenue from Fort Point Street to Olmstead Place, as a result of the Advanced Utility Relocation (AUR) Project.

Included under this task will be the need to visit with property owners affected, to assess the viability of service connections, to review data/records as supplied by Third Taxing District, to determine if upgrades are needed, and to identify property impacts. Properties scheduled are as follows:

- ✓ 216 East Avenue (Shell Station)
- ✓ 214 East Avenue
- ✓ 211 East Avenue (Citgo Station)
- ✓ 208 East Avenue
- ✓ 203 East Avenue (Church)
- ✓ 197 East Avenue
- ✓ 195 East Avenue
- ✓ 193 East Avenue

- ✓ 200 East Avenue
- ✓ 198 East Avenue
- ✓ 187 East Avenue
- ✓ 185 East Avenue (Church)
- ✓ 180 East Avenue

It is anticipated that construction easements & property easements will not be required, and the right to construct & place service facilities (i.e. transformer pads, underground conduit, etc.) on private property will be conducted by the City, and granted by the property owner to the City of Norwalk.

To achieve the project goals, the following subsets are anticipated:

1. Electrical – Service & Power Modifications (Third Taxing District)

- a. Electrical Service(s) and Utilities Design to be coordinated with – Third Taxing District (TTD).
- b. Utility design to be limited to “secondary” utility, from TTD transformer locations and/or feeds to affected properties.
- c. Power distribution system evaluation for affected properties.
- d. Review of existing load electrical analysis and reports with TTD.
- e. Preparation of electrical specifications.
- f. Establishment of service equipment stanchions or building mounted equipment (as required) for affected properties.
- g. Plan preparation of underground secondary power and conduit systems. Include disconnect switch(es), metering (on exterior per latest NEC 2017 code requirements).
- h. Provide one-line diagrams of power distribution as developed with TTD.

2. Code Review

- a. Evaluate the project and the proposed uses with respect to applicable Electrical Codes.
- b. Recommend alternate methods of compliance where relief/modification of Code requirements is necessary or desirable.

3. Cable TV (Altice)

Under this subset, it is anticipated that the relocation of existing cable service connection be established. It is anticipated that PUH Box/Junction Box be installed at all affected properties, for underground service to the property, to a demarcation point located on the building exterior, and connected to the existing service within the building. The cable company (Altice) will need to define their underground conduit system for connection to PUH Box/Junction Box and/or to the building itself.

- a. Coordination with cable company (Altice).
- b. Cable company to provide initial interface junction point near street.
- c. Define responsibilities between Contractor & cable company.
- d. Establish service grounding bar at exterior of building.
- e. Establish pathway to original service wiring.
- f. Define design parameters for pre-wiring (if possible).
- g. Review any special condition at each affected property.

4. Telephone (Frontier)

Under this subset, it is anticipated that the relocation of existing cable service connection be established. It is anticipated that PUH Box/Junction Box be installed at all affected properties, for underground service to the property, to a demarcation point located on the building exterior, and connected to the existing service within the building. The cable company (Frontier) will need to define their underground conduit system for connection to PUH Box/Junction Box and/or to the building itself.

- a. Coordination with telephone company (Frontier).
- b. Telephone company to provide initial interface junction point near street.
- c. Define responsibilities between Contractor & telephone company.
- d. Establish service grounding bar at exterior of building.
- e. Establish pathway to original service wiring.
- f. Define design parameters for pre-wiring (if possible).
- g. Review any special condition at each service affected property.

5. Meeting

This task includes meetings with the City and utility companies to identify, discuss, and mitigate utility conflicts encountered during the planning and design phase. ADA will work with the affected property owners to help assure continued service.

The following meetings are anticipated:

- Coordination meetings @ five (5) meetings.
- Site Investigation @ five (5) visits.
- Meetings during Construction @ 15 meetings

6. Bidding Phase

ADA will support the City of Norwalk to advertise and bid the project. ADA will prepare responses to prospective bidder questions. ADA will attend the bid opening, review bid packages, and provide award recommendation to the City.

7. Construction Administration

Services provided under this phase consist of the following:

1. Review of Contractor's Product Data and Shop Drawing submittals.
2. Bid Phase Support.
3. Preparation of Engineering Bulletins and RFI's as required to clarify designs or to implement minor scope changes.
4. Final Site Punch List prior to completion of project.
5. Punch List of final installation.
6. Review of closeout submittals.

TASK ORDER SERVICES							
TASK DESCRIPTION	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	CADD Oper	Totals	reimbursible expenses (allowance)
TASK ORDER NO. 1							
1.1 Develop "new" City Standards for East Avenue Village District		4	8	32	32	76	
1.2 Update City Standards for East Avenue Village District		2	8		24	34	
TOTAL HOURS	0	6	16	32	56	110	
AVERAGE HOURLY RATES	\$105.00	\$60.00	\$50.00	\$40.00	\$35.00		
DIRECT LABOR	\$0.00	\$360.00	\$800.00	\$1,280.00	\$1,960.00	\$ 4,400.00	
BURDEN, FRINGE & OVERHEAD (108%)	\$0.00	\$388.80	\$864.00	\$1,382.40	\$2,116.80	\$ 4,752.00	
SUBTOTAL	\$0.00	\$748.80	\$1,664.00	\$2,662.40	\$4,076.80	\$ 9,152.00	
PROFIT (10%)	\$0.00	\$74.88	\$166.40	\$266.24	\$407.68	\$ 915.20	
TOTAL	\$0.00	\$823.68	\$1,830.40	\$2,928.64	\$4,484.48	\$ 10,067.20	\$ -
		TOTAL \$	10,067.20				
		SAY \$	10,000.00				
TASK DESCRIPTION	Engineering Manager	Supervising Engineer	Senior Engineer	Engineer	CADD Oper	Totals	reimbursible expenses (allowance)
TASK ORDER NO. 2							
2.1 Develop "new" electric (TTD) service connection details	24	32	88	64	24	232	
2.2 Evaluate eletrical code compliance		12	32			44	
2.3 Develop "new" cable (ALTICE) service connection details	8	8	32	24	12	84	
2.4 Develop "new" telephone (FRONTIER) service connection details	8	12	32	32	12	96	
2.5 Meetings		12	120			132	\$ 300.00
2.6 Bidding Phase		12		12	12	36	\$ 1,000.00
2.7 Construction Administration	16	12	48	48		124	
TOTAL HOURS	56	100	352	180	60	748	
AVERAGE HOURLY RATES	\$105.00	\$60.00	\$50.00	\$40.00	\$35.00		
DIRECT LABOR	\$5,880.00	\$6,000.00	\$17,600.00	\$7,200.00	\$2,100.00	\$ 38,780.00	
BURDEN, FRINGE & OVERHEAD (108%)	\$6,350.40	\$6,480.00	\$19,008.00	\$7,776.00	\$2,268.00	\$ 41,882.40	
SUBTOTAL	\$12,230.40	\$12,480.00	\$36,608.00	\$14,976.00	\$4,368.00	\$ 80,662.40	
PROFIT (10%)	\$1,223.04	\$1,248.00	\$3,660.80	\$1,497.60	\$436.80	\$ 8,066.24	
TOTAL	\$13,453.44	\$13,728.00	\$40,268.80	\$16,473.60	\$4,804.80	\$ 88,728.64	\$ 1,300.00
		TOTAL \$	90,028.64				
		SAY \$	90,000.00				



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
P: 203-854-7791 / F: 203-857-0143

MEMORANDUM

To: Anthony R. Carr, PE, CFM – Chief of Operations and Public Works
From: Vanessa Valadares, PE – Principal Engineer
RE: On-Call Drainage Improvements at Various Locations
Date: August 27, 2020

The City of Norwalk received five (5) qualified bids for the above referenced project. M. Rondano, Inc. was the apparent low bidder with a bid price in the amount of \$954,320.00. Therefore, I would like to request that the following items be included on the agenda for the September 1, 2020 meeting of the Public Works Committee of the Common Council for approval.

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and M. Rondano, Inc., for project DRG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$954,320.00.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318

2. Authorize the Chief of Operations and Public Works to execute orders on the contract with M. Rondano, Inc. for project RG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$95,500.00

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318



PROJECT: DRG2020-1 On-Call Drainage Improvements At Various Locations

BID OPENING: Thursday, August 27, 2020 at 2:00 PM

<u>Bidder</u>	<u>Bid Amount</u>	<u>Bid Bond</u>
The Grasso Companies LLC.	\$1,447,820.00	15% of amount bid
Burns Construction Company Inc.	\$1,248,888.00	15% of amount bid
Star Construction Corporation	\$1,057,360.00	15% of amount bid
Deering Construction Inc.	\$1,088,225.00	15% of amount bid
M. Rondano Inc.	\$954,320.00	15% of amount bid

ProjectNumber: DRG2020-1

Project Name: ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS

<i>Item</i>		<i>Apparent Low Bidder</i>				<i>Second Bidder</i>		<i>Third Bidder</i>		<i>Engineer's Estimate</i>	
<i>Number</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>
0201002 A	CLEARING AND GRUBBING	1.00	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
0205001 A	TRENCH EXCAVATION (0' - 4' DEEP)	2000.00	CY	\$0.01	\$20.00	\$28.00	\$56,000.00	\$10.00	\$20,000.00	\$15.00	\$30,000.00
0205002 A	ROCK IN TRENCH EXCAVATION (0' - 4' DEEP)	100.00	CY	\$150.00	\$15,000.00	\$90.00	\$9,000.00	\$250.00	\$25,000.00	\$150.00	\$15,000.00
0205003 A	TRENCH EXCAVATION (0' - 10' DEEP)	380.00	CY	\$40.00	\$15,200.00	\$31.00	\$11,780.00	\$20.00	\$7,600.00	\$30.00	\$11,400.00
0205004 A	ROCK IN TRENCH EXCAVATION (0' - 10' DEEP)	20.00	CY	\$150.00	\$3,000.00	\$105.00	\$2,100.00	\$400.00	\$8,000.00	\$200.00	\$4,000.00
0205005 A	TRENCH EXCAVATION (0' - 15' DEEP)	50.00	CY	\$100.00	\$5,000.00	\$38.00	\$1,900.00	\$30.00	\$1,500.00	\$40.00	\$2,000.00
0205006 A	ROCK IN TRENCH EXCAVATION (0' - 15' DEEP)	5.00	CY	\$150.00	\$750.00	\$110.00	\$550.00	\$500.00	\$2,500.00	\$250.00	\$1,250.00
0210820	WATER POLLUTION CONTROL	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
0219011 A	SEDIMENTATION CONTROL AT CATCH BASIN	20.00	EA	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$125.00	\$2,500.00	\$150.00	\$3,000.00
0304002	PROCESSED AGGREGATE BASE	500.00	CY	\$15.00	\$7,500.00	\$58.00	\$29,000.00	\$35.00	\$17,500.00	\$50.00	\$25,000.00
0406004 A	3" TEMPORARY PAVEMENT REPAIR	700.00	SY	\$45.00	\$31,500.00	\$38.00	\$26,600.00	\$32.00	\$22,400.00	\$50.00	\$35,000.00
0406009 A	5" TEMPORARY PAVEMENT REPAIR	700.00	SY	\$75.00	\$52,500.00	\$40.00	\$28,000.00	\$60.00	\$42,000.00	\$75.00	\$52,500.00
0406201 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	40.00	SY	\$125.00	\$5,000.00	\$100.00	\$4,000.00	\$200.00	\$8,000.00	\$200.00	\$8,000.00
0406202 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	500.00	SY	\$90.00	\$45,000.00	\$90.00	\$45,000.00	\$150.00	\$75,000.00	\$100.00	\$50,000.00
0406203 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	500.00	SY	\$88.00	\$44,000.00	\$85.00	\$42,500.00	\$125.00	\$62,500.00	\$80.00	\$40,000.00
0406204 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	950.00	SY	\$50.00	\$47,500.00	\$65.00	\$61,750.00	\$60.00	\$57,000.00	\$65.00	\$61,750.00
0507001 A	TYPE "C" CATCH BASIN	20.00	EA	\$3,200.00	\$64,000.00	\$4,500.00	\$90,000.00	\$4,200.00	\$84,000.00	\$3,500.00	\$70,000.00

ProjectNumber: DRG2020-1

Project Name: ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS

<i>Item</i>				<i>Apparent Low Bidder</i>		<i>Second Bidder</i>		<i>Third Bidder</i>		<i>Engineer's Estimate</i>	
<i>Number</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>
0507007 A	TYPE "C" CATCH BASIN TOP	20.00	EA	\$1,200.00	\$24,000.00	\$800.00	\$16,000.00	\$425.00	\$8,500.00	\$500.00	\$10,000.00
0507042 A	RESET CATCH BASIN	10.00	EA	\$1,200.00	\$12,000.00	\$900.00	\$9,000.00	\$650.00	\$6,500.00	\$500.00	\$5,000.00
0507105 A	CONNECTION TO EXISTING MANHOLE, CATCH BASIN OR DRYWELL	15.00	EA	\$500.00	\$7,500.00	\$800.00	\$12,000.00	\$475.00	\$7,125.00	\$600.00	\$9,000.00
0507284	TYPE 'C-L' DRYWELL CATCHBASIN OVER 10' DEEP (4' SUMP)	2.00	EA	\$6,000.00	\$12,000.00	\$4,800.00	\$9,600.00	\$5,000.00	\$10,000.00	\$20,000.00	\$40,000.00
0507493	MANHOLE - 48" DIAMETER	5.00	EA	\$3,500.00	\$17,500.00	\$4,500.00	\$22,500.00	\$4,275.00	\$21,375.00	\$5,000.00	\$25,000.00
0507687	MANHOLE- 5' DIAMETER	1.00	EA	\$4,000.00	\$4,000.00	\$4,900.00	\$4,900.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
0507781	RESET MANHOLE	6.00	EA	\$800.00	\$4,800.00	\$900.00	\$5,400.00	\$600.00	\$3,600.00	\$500.00	\$3,000.00
0507792 A	RECONSTRUCT CATCH BASIN	25.00	VF	\$375.00	\$9,375.00	\$250.00	\$6,250.00	\$525.00	\$13,125.00	\$400.00	\$10,000.00
0507829	CONVERT MANHOLE TO TYPE "C" CATCH BASIN	1.00	EA	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
0507831	CONVERT CATCH BASIN TO MANHOLE	1.00	EA	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
0507869 A	TYPE "C" CATCH BASIN DOUBLE GRATE - TYPE I STRUCTURE WITH MANHOLE FRAME AND COVER	1.00	EA	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
0507870 A	TYPE "C" CATCH BASIN DOUBLE GRATE - TYPE II STRUCTURE WITH MANHOLE FRAME AND COVER	1.00	EA	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
0651001 A	BEDDING MATERIAL	1000.00	CY	\$35.00	\$35,000.00	\$58.00	\$58,000.00	\$40.00	\$40,000.00	\$40.00	\$40,000.00
0651010	12" CLASS IV, RCP	50.00	LF	\$80.00	\$4,000.00	\$120.00	\$6,000.00	\$75.00	\$3,750.00	\$75.00	\$3,750.00
0651013	18" CLASS IV RCP	50.00	LF	\$84.00	\$4,200.00	\$150.00	\$7,500.00	\$80.00	\$4,000.00	\$100.00	\$5,000.00
0651016	24" RCP (CLASS IV)	50.00	LF	\$95.00	\$4,750.00	\$235.00	\$11,750.00	\$90.00	\$4,500.00	\$125.00	\$6,250.00
0651367	PRECAST CONCRETE INFILTRATION GALLERY (4' X 4')	24.00	LF	\$275.00	\$6,600.00	\$120.00	\$2,880.00	\$200.00	\$4,800.00	\$1,500.00	\$36,000.00
0651634	8" CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	200.00	LF	\$66.00	\$13,200.00	\$28.00	\$5,600.00	\$55.00	\$11,000.00	\$65.00	\$13,000.00
0651656	12" CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	400.00	LF	\$69.00	\$27,600.00	\$57.00	\$22,800.00	\$80.00	\$32,000.00	\$70.00	\$28,000.00
0651657	15" CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	2500.00	LF	\$72.00	\$180,000.00	\$60.00	\$150,000.00	\$82.00	\$205,000.00	\$85.00	\$212,500.00

ProjectNumber: DRG2020-1

Project Name: ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS

Item		Apparent Low Bidder				Second Bidder		ThirdBidder		Engineer's Estimate	
Number	Description	Quantity	Unit	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount
0651658	18" CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	100.00	LF	\$76.00	\$7,600.00	\$65.00	\$6,500.00	\$90.00	\$9,000.00	\$100.00	\$10,000.00
0651659	24" CORRUGATED PE PIPE (SMOOTH INTERIOR)	100.00	LF	\$110.00	\$11,000.00	\$72.00	\$7,200.00	\$95.00	\$9,500.00	\$125.00	\$12,500.00
0651663	36" CORRUGATED PE PIPE (SMOOTH INTERIOR)	50.00	LF	\$150.00	\$7,500.00	\$120.00	\$6,000.00	\$125.00	\$6,250.00	\$200.00	\$10,000.00
0651716	10" DUCTILE IRON PIPE	100.00	LF	\$92.00	\$9,200.00	\$65.00	\$6,500.00	\$110.00	\$11,000.00	\$65.00	\$6,500.00
0651743	6" POLYVINYL CHLORIDE, SDR 35 STORM DRAINAGE PIPE	200.00	LF	\$65.00	\$13,000.00	\$30.00	\$6,000.00	\$55.00	\$11,000.00	\$65.00	\$13,000.00
0751712	8" UNDERDRAIN	100.00	LF	\$65.00	\$6,500.00	\$45.00	\$4,500.00	\$60.00	\$6,000.00	\$65.00	\$6,500.00
0751713	12" UNDERDRAIN	100.00	LF	\$70.00	\$7,000.00	\$55.00	\$5,500.00	\$85.00	\$8,500.00	\$70.00	\$7,000.00
0815001	BITUMINOUS CONCRETE LIP CURBING	800.00	LF	\$5.50	\$4,400.00	\$14.00	\$11,200.00	\$7.00	\$5,600.00	\$15.00	\$12,000.00
0922001 A	BITUMINOUS CONCRETE SIDEWALK	500.00	SY	\$50.00	\$25,000.00	\$40.00	\$20,000.00	\$50.00	\$25,000.00	\$50.00	\$25,000.00
0922501 A	BITUMINOUS CONCRETE DRIVEWAY	500.00	SY	\$55.00	\$27,500.00	\$45.00	\$22,500.00	\$50.00	\$25,000.00	\$50.00	\$25,000.00
0944003 A	FURNISHING AND PLACING TOPSOIL	100.00	SY	\$8.00	\$800.00	\$15.00	\$1,500.00	\$12.00	\$1,200.00	\$10.00	\$1,000.00
0950019	TURF ESTABLISHMENT- LAWN	100.00	SY	\$1.25	\$125.00	\$5.00	\$500.00	\$1.00	\$100.00	\$5.00	\$500.00
0970006 A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1.00	ALLOW	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
0970007 A	TRAFFICPERSON (UNIFORMED FLAGGER)	500.00	HRS	\$60.00	\$30,000.00	\$65.00	\$32,500.00	\$55.00	\$27,500.00	\$60.00	\$30,000.00
0971001 A	MAINTENANCE AND PROTECTION OF TRAFFIC	1.00	LS	\$5,000.00	\$5,000.00	\$66,000.00	\$66,000.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00
0975005 A	MOBILIZATION (MAX 3% OF BID)	10.00	EA	\$2,500.00	\$25,000.00	\$2,600.00	\$26,000.00	\$2,000.00	\$20,000.00	\$4,000.00	\$40,000.00
0980003 A	PROJECT SURVEY AND STAKEOUT	1.00	ALLOW	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
1302060	RESET GATE BOXES	8.00	EA	\$150.00	\$1,200.00	\$250.00	\$2,000.00	\$100.00	\$800.00	\$100.00	\$800.00

ProjectNumber: DRG2020-1

Project Name: ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS

<i>Item</i>				<i>Apparent Low Bidder</i>		<i>Second Bidder</i>		<i>ThirdBidder</i>		<i>Engineer's Estimate</i>	
<i>Number</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>
					\$954,320.00		\$1,057,360.00		\$1,088,225.00		\$1,153,200.00

Apparent Low Bidder = M. Rondano, Inc. Norwalk, CT

Second Bidder = Star Construction Corporation, Stratford, CT

Third Bidder= Deering Construction, Inc. Norwalk, CT



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
P: 203-854-7791 / F: 203-857-0143

MEMORANDUM

To: Anthony R. Carr, PE, CFM – Chief of Operations and Public Works

From: Vanessa Valadares, PE – Principal Engineer

RE: On-Call Surveying Services

Date: August 27, 2020

The City of Norwalk received eleven (11) proposal packages from surveying firms for the above referenced project. Following a review of the submissions, the City's Consultant Selection Panel consisting of Drew Berndlmaier, PE, Paul Sotnik, PE, Gregory Kogan, LS, Sharon Connors, and myself. The Panel short listed and conducted interviews on four (4) surveying firms on August 26, 2020. Based upon the results of those interviews, the panel recommended that Ahneman Kirby, LLC be offered a contract for On-Call Surveying Services for the Project. Scope of services has been negotiated with them which they will be compensated for work performed based on an hourly rate, for a sum not to exceed \$120,000.00.

Therefore, I would like to request that the following item be included on the agenda for the September 1, 2020 meeting of the Public Works Committee of the Common Council for approval.

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Ahneman Kirby, LLC, for On-Call Surveying Services. The Agreement is for a period of one (1) year at a sum not to exceed \$120,000.00 with an option to extend for two (2) additional terms for one (1) year each.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318
09 06 4021 5777 C0315
09 20 4027 5777 C0643
01 40 30 5258



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: Anthony R. Carr, P.E., C.F.M. – Chief of Operations and Public Works

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

CC: Vanessa Valadares, P.E. - Principal Engineer

REF: 1 Bates Court – Fence Style Substitution On Retaining Wall Within City - Right-of-Way

DATE: August 24, 2020

The Developer of SONO One, Metropolitan Reality Associates, LLC, located at 1 Bates Court, has requested approval from the City to substitute the original fence that was proposed for the Project on the approved plan along the length of the frontage of their property along Dr. Martin Luther King, Jr. Drive from an aluminum rail chain link fence to a vinyl horizontal privacy fence. The proposed vinyl privacy fence is a horizontal slat type that is a light tan color (See the attached picture). It breathes, is graffiti resistant, provides screening for tenants living at Sono-One and will match the previously approved sound barrier fence along the railway in style and color.

Since this fence will be installed on a retaining wall that is within the City-Right-of-Way (See attached map), they will need approval from the Department of Public Works (D.P.W.) in addition to the Director of Planning & Zoning, Steven Kleppin since it will vary from the originally approved style of fence. The Department of Public Works has no issue with the style or color of fence being used, except for the potential maintenance issue in the future should the fence become damaged and have to be replaced. Therefore, it is my recommendation that the request can be approved by the D.P.W. if a Maintenance Agreement is executed between the Developer/Property Owner and the City, making the Property Owner responsible for the maintenance and replacement of the fence should it become damaged at any time in the future. On July 24, 2020, Mr. Kleppin approved the substitution of the fence in writing on behalf of the Planning & Zoning Department.

I would like to request that the following item be added to the agenda for the September 1, 2020 meeting of the Public Works Committee of the Common Council for approval.

- Authorize the Mayor, Harry W. Rilling to execute a Maintenance Agreement between the City of Norwalk and Metropolitan Reality Associates, LLC for the maintenance of the fence installed on the existing retaining wall within the City Right-of-Way along the length of the frontage of the property located at 1 Bates Court adjacent to Dr. Martin Luther King, Jr. Drive.

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



LOWE ST

DR. MARTIN LUTHER KING, JR. DRIVE

PORTION OF BATES COURT
WHICH MAY ALREADY BE
PART OF MLK DRIVE
2,021± SQ. FT. or 0.0463± Ac.

"REMAINDER" OF BATES COURT
PROPOSED TO BE ABANDONED
4,664± SQ. FT. or 0.1070± Ac.

CITY OF NORWALK
REMNANT PARCEL
AREA = 11,590± SQ. FT.
OR 0.2660± ACRE

BATES COURT

MASONRY BUILDING

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
DIVISION OF RAILS

NORTH - MAP 1708 N.L.R.

"EXCEPTED PARCEL"
BK. 133, PG. 827 N.L.R.

PROPERTY SURVEY
FOR ABANDONMENT OF A PORTION OF BATES COURT
AND ACQUISITION OF PROPERTIES FROM CITY OF NORWALK
PREPARED FOR

**METROPOLITAN REALTY
ASSOCIATES, LLC**

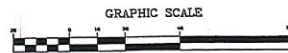
NORWALK, CONNECTICUT

SCALE: 1" = 20 FT.

AUGUST 5, 2015

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.

LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©



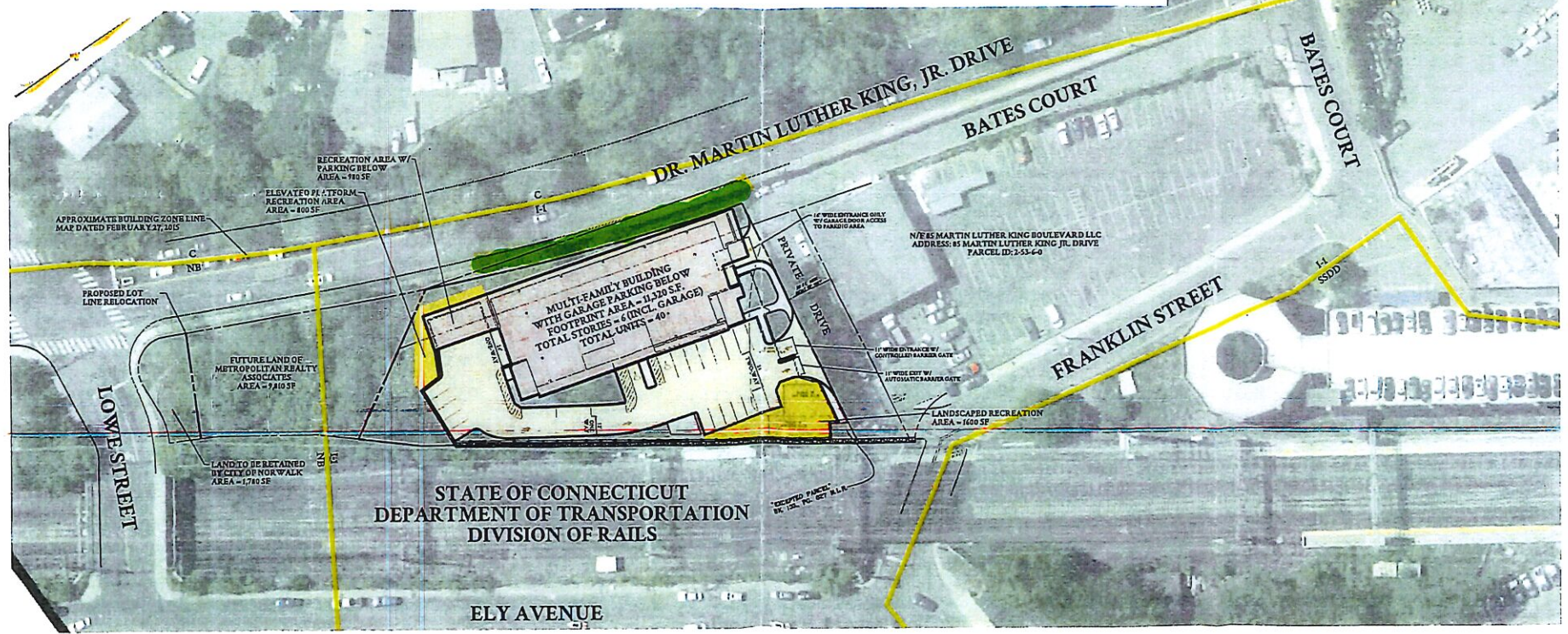
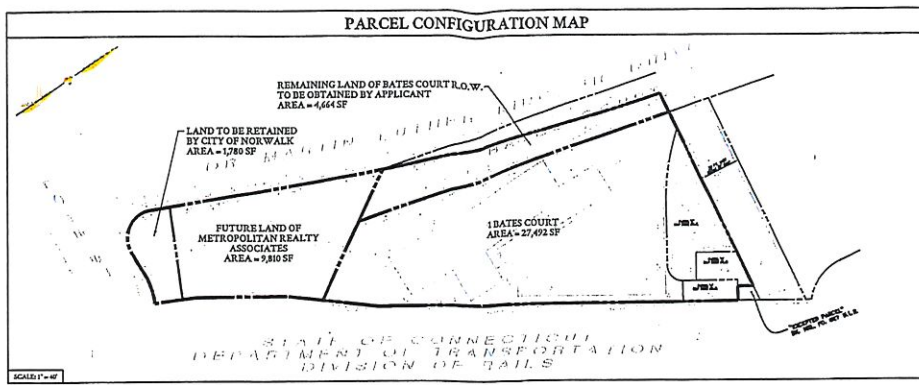
VERTICAL DATUM: ASSUMED

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREON.

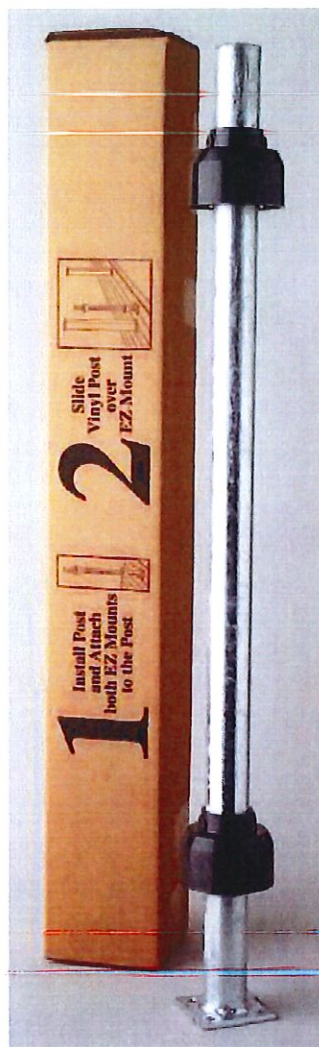
Mark S. Lebow CT PLS #15564

ZONING TABLE		
ZONE: INDUSTRIAL NO. 1 (I-1)		
	REQUIRED	PARCEL A
USE		MULTIFAMILY (119-700.8.2)
LOT AREA:	5,000 SF (MIN)	31,154 SF (SEE NOTE 1)
LOT WIDTH:	50 FT	153.0 FT
FRONT YARD:	10 FT (MAX)	7.4 FT
SIDE YARD:	0 FT	13 FT
AGG. SIDE YARD:	0 FT	25.2 FT
REAR YARD:	0 FT	23.4 FT
BLDG COVERAGE:	100%	38%
IMPERVIOUS COVERAGE:	100%	78%
FLOOR AREA RATIO:	2.0	1.3
BLDG HEIGHT:	4 STORIES (MAX)	4 STORIES
	73 FT ABOVE B.F.E.	NOT APPLICABLE
RECREATION AREA:	4,000 SF (100 SF / UNIT)	2,440 SF BALCONIES 3,349 SF EXTERIOR
RESIDENTIAL DENSITY:	40.2 UNITS PER 1,000 SF PER UNIT	40 UNITS (104 SF PER UNIT)
PARKING:	1 SPACES PER ONE BEDROOM 2 SPACES PER TWO-BEDROOM	30 SPACES (10.3-DR) 20 SPACES (10.3-DR)
	50 SPACES (MIN)	21 SPACES
COMPACT PARKING:	30% (MAX) - 182	17 SPACES
PARKING RATIO:	13 SPACES PER UNIT (MIN)	13 (27 / 40)
ACCESSIBLE SPACES:	PER BLDG CODE	3 SPACES (1 VAN)

ZONING TABLE NOTES
 1. TOTAL LOT AREA INCLUDES THE FOLLOWING:
 A. SUBJECT PARCEL - 31,154 SF
 B. REMAINING LAND OF BATES COURT - 4,464 SF



EZ POST MOUNTING SYSTEM In A Box



The EZ Post Mounting System:

- Mounts to concrete, wood, composite, or vinyl surfaces
- Available in 4" x 4" and 5" x 5" sizes
- Made from durable galvanized steel
- Engineered to provide both strength and stability not found in traditional post mounting systems
- Designed for the deck, railing, and fence industry



- 3 1/2" x 3 1/2" galvanized steel plates
- also sold separately

Each post is packaged separately for easy shipping and inventory

NOTE: Local building codes vary. Check to make sure your planned installation is in compliance.

***Designed with fence installers in mind
BY PROFESSIONALS, FOR PROFESSIONALS***

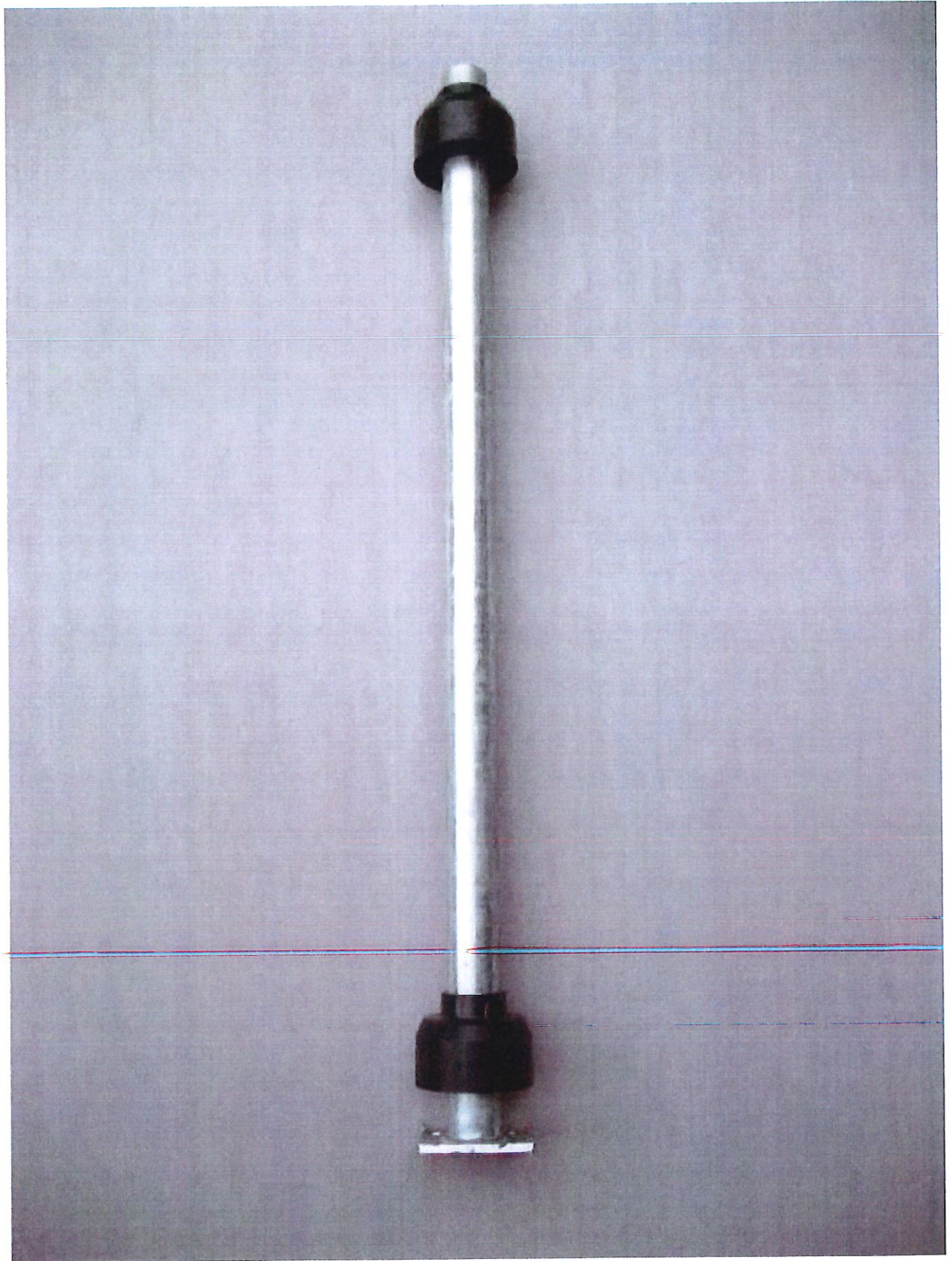
Proudly Distributed by:

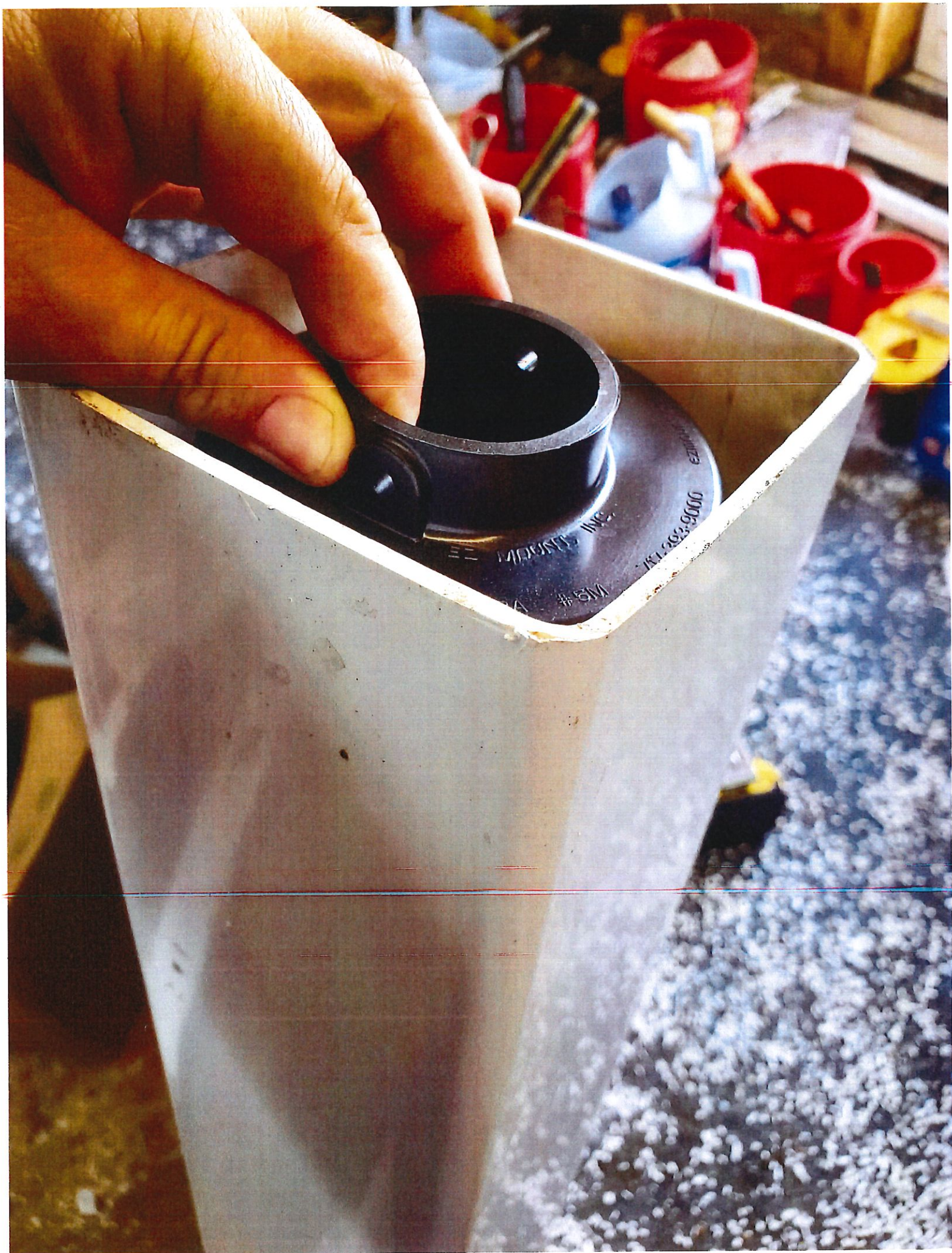
Southington Rustic Fence Company LLC
134 Queen Street, Southington CT 06489

860-628-4162

www.OnlineFence.com







CITY OF NORWALK

CITY HALL

LAW DEPARTMENT

TELEPHONE

125 EAST AVENUE, P.O. BOX 5125

(203) 854-7750

NORWALK, CONNECTICUT 06856-5125



MEMORANDUM

To: Anthony Carr, Director of Public Works
From: Matthew Sapienza, Assistant Corporation Counsel
CC: Laoise King, Chief of Staff to the Mayor
Date: August 26, 2020
RE: Gifting of Fence to the City by the Lockwood Mathews Mansion Museum

The City currently owns real estate known as Mathews Park, upon which is located the Lockwood Mathews Mansion, which is a National Historic Landmark constructed in the late 19th century. The City leases the building to the Lockwood Mathews Mansion Museum of Norwalk, Inc. ("the Museum"). The Museum is seeking to gift to the City of Norwalk a 37-section, cast iron fence ("the Fence") that used to surround the property.

This conveyance is for no consideration, so the City will acquire the Fence at no cost; however, the City will need to provide for upkeep of the fence in the future. Currently, the Fence is being refurbished by the CT Department of Transportation pursuant to Project Number 0301-0510.

By way of the Gift Letter, a copy of which is annexed hereto, the City will formally accept this gift from the Museum.

REQUESTED ACTION:

- A. Authorize the Mayor Harry W. Rilling to execute the Gift Letter in order to demonstrate formal acceptance of the gift of the Fence from the Museum.**

LOCKWOOD MATHEWS MANSION MUSEUM OF NORWALK, INC.
295 WEST AVENUE
NORWALK, CONNECTICUT 06850

GIFT LETTER

Whereas, the Lockwood Mathews Mansion Museum of Norwalk, Inc. (the "Mansion") is a legal entity organized as a charitable organization organized and existing under the laws of the State of Connecticut; and

Whereas, the City of Norwalk, Connecticut (the "City") is a municipal corporation existing in the State of Connecticut; and

Whereas, the City owns certain real estate within the borders of the city and commonly known as Mathews Park upon which is located the Lockwood Mathews Mansion, a National Historic Landmark constructed in the late 19th century; and

Whereas the City has, by way of a long term lease dated November 13, 1991 with an initial term terminating on November 13, 2041, leased said building to the Mansion; and

Whereas as part of the original Mansion property, a cast iron fence surrounded a portion of the property for many years, however, there came a time when the fence was taken down and purchased by an individual who then gifted to the Mansion. It was then stored in the basement of the Mansion; and

Whereas the Mansion would like to make it clear that the fence was part of the real estate which is owned by the City.

Now therefore, The Mansion hereby grants as a gift to the City, all right, title and interest that it may have in and to those thirty seven (37) sections of the cast iron fence as set forth in Exhibit A, attached hereto (hereinafter, the "Fence").

The City will take possession of the gifted Fence following the completion of Connecticut Department of Transportation's Project Number 0301-0510 (the "Project"), which project is designed to refurbish and restore the Fence. The City's understanding is that as part of the Project, the Fence will be re-installed in its refurbished and restored condition and at its usual location at the Mansion. Upon the adequate re-installation of the Fence, which re-installation is part of the Project, the City will take possession of the gifted Fence.

*****SIGNATURE LINES ON NEXT PAGE*****

Approved by the Board of Trustees of The Lockwood Mathews Mansion Museum, Inc.
on June 18, 2020.

The Lockwood Mathews Mansion Museum, Inc.

By: _____
Patsy R Brescia, Chairman, Board of Trustees

Date: _____

Accepted by the City of Norwalk

By: _____
Mayor
Duly Authorized

Date: _____

EXHIBIT A

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Lockwood-Mathews Mansion - Fence Component Inventory

Item No.	Description	Length (ft+in)
S-01	Straight fence piece	7'-11 3/4"
S-02	Straight fence piece	7'-2 1/2"
S-03	Straight fence piece	7'-6 3/4"
S-04	Straight fence piece	4'-8 7/16"
S-05	Straight fence piece	7'-6 15/16"
S-06	Straight fence piece	2'-3 3/4"
S-07	Straight fence piece	5'-8 11/16"
S-08	Straight fence piece	7'-7"
S-09	Straight fence piece	9'-10 3/8"
S-10	Straight fence piece	4'-1 1/16"
S-11	Straight fence piece	4'-6 7/8"
S-12	Straight fence piece	4'-6 3/4"
S-13	Straight fence piece	3'-5"
S-14	Straight fence piece	2'-3 3/4"
S-15	Straight fence piece	7'-6 7/8"
S-16	Straight fence piece	7'-2 1/2"
S-17	Straight fence piece	5'-4"
S-18	Straight fence piece	7'-2 3/4"
S-19	Straight fence piece	7'-6 7/16"
S-20	Straight fence piece	7'-11 3/4"
S-21	Straight fence piece	7'-11 1/16"
S-22	Straight fence piece	9'-10 5/8"

Lockwood-Mathews Mansion - Fence Component Inventory

Item No.	Description	Length (ft+in)
S-23	Straight fence piece	7'-7 1/2"
S-24	Straight fence piece	9'-10 1/2"
S-25	Straight fence piece	4'-2 3/4"
S-26	Straight fence piece	9'-10 3/8"
S-27	Straight fence piece	9'-10 3/8"
C-01	Curved fence piece	5'-5 3/8"
C-02	Curved fence piece	5'-5 3/8"
A-01	Arched gate piece	6'-2 1/4"
A-02	Arched gate piece	6'-2 1/4"
A-03	Arched gate piece	5'-8 3/4"
A-04	Arched gate piece	5'-8 3/4"
SG-01	Square gate piece	5'-2 5/16"
SG-02	Square gate piece	4'-9 1/4"
SG-03	Square gate piece	5'-0 3/4"
SG-04	Square gate piece	5'-2 1/4"

Norwalk Police Department
Professional Standards Unit

Memo

To: Common Council

From: Lieutenant Thomas Roncinske

Date: August 21, 2020

Re: Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant Authorization

With the 2020 Edward Byrne Memorial Justice Assistance Grant the City is allocated \$33,741.00 under this program. There is a no matching funds requirement. The funds will be used for high visibility policing, selective enforcement patrols and violent crime prevention. The authorizations requested are as follows:

1. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2020 Edward Byrne Memorial Justice Assistance Grant, in the amount of. \$33,741.00
2. Authorize the Police Chief, Thomas E. Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the FY2020 Edward Byrne Memorial Justice Assistance Grant pursuant to such grant funding.

Program Narrative

City of Norwalk

Problem: The Norwalk Police Department has an authorized strength of 181 officers and continues to strive to maintain full staffing levels. Half of the Patrol Division's 120 officers have 10 years or less police experience. In conjunction with being below strength the demand for police services remains high, stretching our manpower resources. Be it addressing issues as mundane as speeding, traffic violators, requests for foot patrols in neighborhoods, or the other extreme, gang members shooting at each other. The Norwalk Police Department sometimes has challenges delivering services in a timely manner and does not meet its commitment to the citizens and community to protect and keep them secure. With grant assistance, the Norwalk Police Department will be able to provide the services that the citizens of Norwalk expect and deserve.

Norwalk has 88,816 residents living in 22.86 square miles, ranking Norwalk the sixth largest city in the state by population. The population density is approximately 3,865 per square mile, on average. The percentage of people identifying as white or Caucasian is 51.7%, as Hispanic or Latino 27.9%, as Black or African American 14.3% and as Asian 5.2%, with the balance identifying as more than one and "other." Norwalk has a higher minority population than the state average, with 24.9% of the population being foreign born. A significant portion of the minority populations reside in the urban areas of Norwalk, along the transportation corridors and in South Norwalk, though most neighborhoods reflect some diversity.

Median household income for Norwalk residents is \$82,474.00, substantially above the state average. In contrast, 9.7 % of Norwalk's residents live below the poverty level. Historically, South Norwalk has been home to the most impoverished residents, with a high concentration of public housing, Section 8 recipients and households with minimum wage earners. Within South Norwalk is the SONO District with high end restaurants and night clubs, upscale apartments and condominiums, which highlights some of the disparity within our community.

Project design and implementation:

The funding will be used primarily for High Visibility Patrols and Selective Enforcement Patrols in the core of South Norwalk, but not excluding the suburban areas. The area contains seven residential complexes managed by the Norwalk Housing Authority (which the Norwalk Police Department works with on a daily basis), two magnet schools, Norwalk's only homeless shelter, the South Norwalk Train Station and the Sono District, all within approximately two square miles. Most of the residential structures in this area are multi-family and low income. This border for this core area can be defined by Martin Luther King Drive on the west side, Ann Street to the north, Water Street on the east side and Meadow Street/Wilson Avenue on the south. Within this area has been the majority of Norwalk's gang fighting and criminal activity.

There are well defined and smaller areas of concern and focus. Colonial Village a medium low income NHA residential complex has a disproportionate amount of gang and violent crime. This area includes Suncrest Road and one block of West Cedar Street.

The Norwalk Housing Authority working closely with the Norwalk Police Department had eradicated gang members from the properties through eviction but that does not stop them from returning to the neighborhood and committing drug crimes and illegally using firearms to assault each other. The gang members seem to have an allegiance to where they were born but no longer live and carry on turf wars for turf that isn't theirs. It is not uncommon to find that most of the gang members reside outside of Norwalk.

The Special Services street team is a select group of officers who share a desire and vision to remove guns from the street, diminish if not remove gang influence in the neighborhoods, maintain a working knowledge of the gang membership and determine their where-about and activity. The street team members are culled from the Patrol Division. They work 40 hours per week which includes every weekend and holiday. Grant funding would be used to supplement the team's hours for special events where gang activity is expected and following shootings,

which is usually followed by retaliatory shootings. The grant will not be used to backfill for the officers.

The measurement of their success can be at two levels. The first is the seizure of illegal handguns or handguns and illegal drugs from convicted felons and gang members and arrests. Running cross checks of property seizures and officer identification numbers would make this a simple task. The narrative measurement would be based on the level of gang activity or lack thereof as reported by the street team and the Special Services supervisors.

The street team is a temporary assignment unit within Special Services that has been used in the past and has proven capable of addressing the issues. The team operates year round but expands and contracts as need requires. The officers are selected based on their strong work ethic, abilities to abide by the laws while taking enforcement action, and delivering positive results.

Problem: Traffic enforcement

The traffic enforcement aspect of the project does not have as well a defined area. The majority of traffic complaints come from citizens in residential neighborhoods that have a high number of young children, a school, playground or park nearby and the complaints seem to be seasonal, i.e. from the end of school year, through summer and into the start of the school year. This coincides with fewer officers for enforcement since they too have family and vacation in summer. The Norwalk Police Department has a small, three motorcycle traffic enforcement unit that normally responds to traffic complaints with a focus on specific locations for a measured period of time, be it hours or a few days of consistent enforcement.

The State Department of Transportation has made grant funding available for enforcement of seat belt use, DUI and distracted driving, with very limited enforcement time and constraints. There are no grants to cover the expense of sending a team of officers out to send the same enforcement message to speeders.

Implementation of increased speed enforcement would focus on the end and start of the school year. Norwalk has 19 public schools that serve 11,000 students. The Community Services Division usually has media coverage to bring awareness of safe

driving to the motoring public that coincides with “slow down days,” the enforcement of speed limits in residential areas and around schools. The measure of success is the number of violators cited (infractions issued) and a reduction in the number of complaints. In the past the Norwalk Police Department has used several officers at multiple locations in the effort to protect the children from injury or death from speeding motorist with a significant impact on speeding.

Problem: Policing

All police departments have had to deal with the realization of budget limitations, cost saving measures and streamlining for efficiency. That being said a police department can't pick and choose what and when to respond to calls for service in their effort to limit overtime. They will because they can't close the police department. The problem is having the discretionary funds available when need to satisfy the needs and concerns of the community.

The implementation would be limited to meet unforeseen spikes in crimes such as a crime spree of robberies or specific target crime such as burglarizing contractor vehicles and construction sites at night. Or it could be used to address recent protests or civil unrest. There could be a scenario where a surveillance team may be used to determine a suspect, or an increase in foot patrol officers as a deterrent to crime. Proven policing strategies but requiring supplemental manpower for unexpected incidents that the citizens would want addressed. Having the capability to expand police services when needed would lead to an increase in productivity. Measurement of success would vary depending upon the need.

Budget Detail Worksheet and Budget Narrative

City of Norwalk

<u>Personnel</u>	\$33,741.00
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482 hours @ \$70.00

We are requesting to use the entire grant funding of \$33,741.00 for high visibility patrols and selective enforcement patrols. This will provide approximately 482 hours of additional patrols. High visibility patrols will be used for increased police presence in areas requiring a higher concentration of police officers while not diminishing police services elsewhere in the City of Norwalk. High visibility patrols would also be used for special community events. Selective enforcement of motor vehicle laws would be used to address “slow down days” at the start and end of the school years and to enforce speeding in school zones during the school year.

Abstract

City of Norwalk

High Visibility and Selective Enforcement Patrol Project

Project Identifier: Traffic Enforcement

Problem: Increased calls for service has decreased the time for officers to enforce traffic laws, yet the major complaint to the Mayor, Chief and City Hall is traffic violations and a disregard for traffic safety and laws. The grant would allow for overtime hires of officers with the specific assignment of motor vehicle enforcement in areas with complaints.

Goal: To increase selective enforcement of motor vehicle laws to gain increased compliance to those laws, resulting in safer streets for pedestrians, motorist & bicyclists.

Project Identifier: Violent Crime

Problem: Despite a continuing and proactive effort by the Norwalk Police Department, in particular the Special Services Division there is a continued use/possession of illegal firearms in Norwalk. The murder rate has declined but the release of violent gang members into the community is an ongoing concern.

Goal: To increase police presence with High Visibility patrols and an identifiable street team in areas of both handgun presence and violence to specifically focus on the illegal use of handguns in Norwalk.

Project Identifier: Gangs

Problem: Norwalk saw a steady decline in the past decade of teenage gang members who were on the fringe of the Bloods and Crips gangs. Gang members are being released into the community after serving prison sentences and many are returning into the gangs. The gangs in Norwalk continue to identify with and take their names from the geographical areas where they previously lived, or their parents lived, despite having no current links to those neighborhoods anymore,

such as “Money Green” or “MG” for the Meadow Gardens Housing Project or “261” for Roodner Court. This has created a major sense of fear in those neighborhoods that have been reclaimed by law abiding citizens and have not seen gang activity in a decade.

Goal: To use the Special Services Street Team to focus on the gang members and illegal narcotics within the limits of the laws and at the same time provide uniformed officers from Patrol and Community Policing Unit to join with the citizens and neighborhood leaders to foster a closer working relationship with a common goal of maintaining a safe neighborhood and environment to live and work in.

Project Identifier: Crime Prevention

Problem: While it incumbent of a police department to address the major complaints, i.e. traffic, or the high profile violent crimes involving guns and gang members, there is the ever ongoing lower level crime being perpetrated that also needs addressing. While the day to day enforcement, prevention and investigation is covered by the annual operating budget with some overtime allowed for there comes times when added manpower is needed to address a spike or crime spree with specific a target. Norwalk has experienced in the past 2 years several spikes in motor vehicle burglary and motor vehicle theft. While many view these crimes as property crimes they do cause alarm and concern for the citizens and business. Both of the examples have occurred under the cover of darkness.

Goal: To have the capability of hiring teams of officers to conduct surveillance with the ability to react to and direct a response to any crime in progress.

Project Identifier: Policing

Problem: The Norwalk Police Department has not seen an increase in budget that reflects the increased demands of a police department in these challenging times. Norwalk is now dealing with the demands of COVID-19 and protests. Though

Norwalk can pride itself on having a good reputation and is held in high regard by the citizens, those citizens still want to see a police presence, a cop on every corner so to speak. The Department makes every effort to work within the budget and to cut unnecessary costs. The Chief has to go before the Common Council, our governing body, on an annual basis to address the need for extra funding to cover overtime expenses. The Council authorized the 2019 overtime request to fulfill regular policing duties and responsibilities that could not be foreseen in the previous budget request process, but not without hesitation.

Goal: To continue policing in the most effective, professional manner, when demand outweighs available manpower and dollars.

Zecca, Susan

From: Weisgerber, Arthur
Sent: Monday, August 24, 2020 11:12 AM
To: Dominique Johnson; Langella, Manny; Dumas, Ernie; Shanahan, Lisa; Keegan, Tom; Sacchinelli, Nicholas; Tsiranides, George
Cc: Kulhawik, Thomas; Zecca, Susan; Walsh, James
Subject: MOU for new LiveScan Vender/Equipment for Police Department
Attachments: LiveScan Device Transfer MOU July 30 2020.doc

Dear Members of the HWPS Committee,

I have attached a copy of the MOU sent to the Police Department from the Department of Emergency Services and Public Protection (DESPP) for your review per the Norwalk Corporation Counsel. The Corporation Counsel requested that this MOU go through your committee and the Common Council prior to being signed by the Mayor.

In short, the State of CT and the DESPP maintain all criminal records and criminal fingerprints for the State. They also contract with the vendor that runs the LiveScan fingerprint system used by every police department in the State. Each department was initially supplied with a LiveScan fingerprint machine and over the years would lease a new machine as needed. The current vendor is the Thales Group which was originally Cogent 3M.

The State of CT has ended their contract with the Thales Group (Cogent) and will be using a new LiveScan vendor, IDEMIA, beginning on February 1st, 2021. Since this is a mandatory vendor change initiated by the State of CT, there is no charge to the individual departments for the new LiveScan equipment and there appears to be a small fee for the individual Report Management Systems (RMS) of each department to update code for the RMS to communicate with the new LiveScan equipment and transmit the booking information and the fingerprints to the State electronically. Basically, the system will operate the same to book an arrestee, just a new vendor and new machines.

If there are any questions or if I need to be present at a meeting to explain this further, please let me know.

Sincerely,

Lt. Art Weisgerber
Crime Scene / I.D. Unit
Norwalk Police Department
One Monroe Street
Norwalk, CT 06854
(203) 854-3164 – Direct
aweisgerber@norwalkct.org



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF STATE POLICE



LiveScan Device Transfer Agreement
by and between
the State of Connecticut Department of Emergency Services and Public Protection
and
POLICE DEPARTMENT NAME

WHEREAS, the State of Connecticut Department of Emergency Services and Public Protection (hereinafter "DESPP"), operates a central Automated Fingerprint Identification System (hereinafter "AFIS"); and is an agency of the State of Connecticut, and POLICE DEPARTMENT NAME, is a municipal, independent police department of the City/Town of _____ (hereinafter "PD"), and

WHEREAS, **DESPP** will be transferring LiveScan devices to many municipal police departments in order to ensure connection and data interoperability with the **Connecticut On-Line Law Enforcement Communications Teleprocessing System (hereinafter ("COLLECT"))** and new data storage interfaces and systems; and

WHEREAS, PD must ensure that such devices and related equipment meet CJIS Security requirements pursuant to their valid, fully executed **COLLECT and Federal Bureau of Investigation (FBI) Criminal Justice Information Services Division (CJIS) Criminal Justice Information** (hereinafter "CJI") **User Agreement for Criminal Justice Agencies (hereinafter "CJIS User Agreement")** with DESPP; and

WHEREAS, DESPP is responsible for maintaining a repository of criminal history record information in accordance with Connecticut General Statutes (C.G.S.) Section 29-11; and

WHEREAS, the twelve (12) month warranty under the LiveScan contract associated with the new DESPP storage interface system will transfer to PD and begins when the new DESPP storage interface system goes live; and

NOW, THEREFORE, DESPP and PD, by and through their Commissioners or other authorized individuals, enter into this Agreement to permit PD to accept full title of the LiveScan devices upon delivery. transferring to PD all of DESPP's and the State's right, title and interest in and to the LiveScan device(s), free and clear of all liens or encumbrances.

1. Effective Date and Duration. This Agreement shall be effective upon signature by both parties and shall result in a full transfer of title upon such signature.

2. Authority to Enter Agreement. DESPP is authorized to enter into this agreement through the Commissioner of the Department of Emergency Services and Public Protection, pursuant to the authority provided under C.G.S. § 4-8.

3. DESPP Responsibilities. DESPP shall:

- a) Provide resident State Police troops with a replacement LiveScan device or devices to replace LiveScans currently being used to submit fingerprints to the DESPP AFIS system.
- b) Provide LiveScan devices to municipal and/or independent police departments to replace LiveScan devices used to submit fingerprint transactions electronically into the State Police AFIS system.
- c) Obtain CJIS Security approved data center configurations for connections with cloud storage for the devices to be transferred to PD.
- d) Arrange for transport of the LiveScan device(s) to the PD via the originating company. Audit PD as needed to ensure compliance with the FBI CJIS Security Policy (hereinafter "CJIS Security Policy") and DESPP internal requirements on system security.
- e) Remove access to the COLLECT and AFIS systems via the PD's LiveScan device(s) if any of the PD responsibilities in Section 5 are found to be derelict, pursuant to the Town's CJIS User Agreement.

4. PD Responsibilities. PD shall:

- a) Maintain a valid CJIS User Agreement with the COLLECT Unit.
- b) Arrange for delivery acceptance and installation of the LiveScan device(s) on a agreeable date with DESPP.
- c) Assume title, rights, and interest of LiveScan device upon delivery and installation..
- d) Assume any and all cyberliability for necessary software or security patch upgrades after title is transferred.
- e) Assume all risk of loss.
- f) Arrange for adequate equipment insurance policies associated with protection of the LiveScan device(s).
- g) Ensure compliance with PD CJIS User Agreement, CJIS Security Policy, and any applicable DESPP technology security standards and guidance. Ensure maintenance and interoperability of all LiveScan devices and equipment to CJIS standards outlined in the PD's CJIS User Agreement, at risk of removal from the COLLECT and AFIS systems.

Violations of the CJIS User Agreement and/or CJIS Security Policy can result in the suspension or termination of system access for PD, individual suspension or termination of access to CJI, criminal and/or administrative investigation, arrest, and/or prosecution and conviction for violation of state and federal statutes designated to protect confidentiality and integrity of CJI and related data.

5. Indemnification. The PD shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the MOU, including the acts of commission or omission (collectively, the "Acts") of the PD; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with the MOU. PD shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. PD shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State. The Parties acknowledge and agree that nothing in the MOU shall be construed as a modification,

compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the MOU. To the extent that this section conflicts with any other section, this section shall govern.

6. Executive Orders. This MOU is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions; and Executive Order No.49 of Governor Dannel P. Malloy, promulgated May 22, 2015, which mandates disclosure of gifts to public employees and campaign contributions to candidates for statewide public office or the General Assembly for state contracts valued at more than \$50,000, all of which are incorporated into and are made a part of the MOU as if they had been fully set forth in it.

7. Modification or Amendment of the Agreement. This Agreement may not be modified or amended unless in writing signed by an authorized representative of both parties.

8. The following documents are incorporated by reference and made part of this MOU:
- a. PD CJIS User Agreement;
 - b. CJIS Security Policy;
 - c. National Crime Prevention and Privacy Compact, 42 U.S.C. Section 14616; and
 - d. Title 28, Code of Federal Regulations, Parts 20 and 25, Section 50.12, and Chapter IX.

THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

By: _____
James C. Rovella (Date)
Commissioner
Duly Authorized Pursuant to C.G.S. Section 4-8

PD _____

By: _____
Printed Name: (Date)
Chief of Police
Duly Authorized

Norwalk Police Department **Professional Standards Unit**

Memo

To: Common Council

From: Lieutenant Thomas Roncinske

Date: August 27, 2020

Re: Fiscal Year 2021 Distracted Driving High Visibility Enforcement Grant Authorization

The Police Department was notified that we are allocated up to \$50,000.00 under the State of Connecticut Distracted Driving High Visibility Enforcement Grant (DDHVE). There is a no matching funds requirement. The funds will be used for selective motor vehicle enforcement patrols. The timeline for application of this grant is very short so I am requesting this item be added to tonight's Health and Public Safety Committee meeting for review. The authorizations requested are as follows:

3. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Transportation under the FY 2021 Distracted Driving High Visibility Enforcement Grant, in the amount not to exceed \$50,000.00.

3a. Authorize the Police Chief, Thomas E. Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through to FY 2021 Distracted Driving High Visibility Enforcement Grant, pursuant such grant funding.



CITY OF NORWALK
Norwalk Health Department

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Funding Application for the Enhanced Detection, Response, Surveillance and Prevention of COVID-19
Date: September 3, 2020

The Connecticut Department of Public Health, as part of the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity (ELC) Cooperative Agreement, has set aside \$20 million to support local public health efforts. The funding is intended to enhance detection, response, surveillance and prevention of COVID-19. The State of Connecticut has allocated the funds based on per-capita and poverty levels for each jurisdiction. The Norwalk Health Department has been allocated \$493,298 for the 30-month project period from May 19, 2020 through November 17, 2022.

We are requesting the following authorization:

Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept funds from the Connecticut Department of Public Health in the amount of \$493,298, for the period beginning May 19, 2020 through November 17, 2022 for the enhanced detection, response, surveillance and prevention of COVID-19.



Connecticut Health Foundation, Inc.
100 Pearl Street, 6th Floor West Tower
Hartford, CT 06103
Contact: Garrick Wong, Program Officer
Email: garrick@cthealth.org
Phone: (860) 724-1580

FISCAL SPONSOR/GRANTEE: Family & Children's Agency, Inc.

CONTACT: Mary Ellen Hass **PHONE:** 203-855-8765 **EMAIL:** mhass@fcagency.org

SPONSORED ORGANIZATION: City of Norwalk

CONTACT: Theresa Argondezzi **PHONE:** 203-854-7977 **EMAIL:** targondezzi@norwalkct.org

GRANT AWARD: \$ 229,179.43

GRANT PERIOD: 09/01/2020 - 02/28/2021

PROJECT TITLE & GENERAL DESCRIPTION:

Utilizing Community Health Workers in Norwalk COVID-19 Response

The grant will support the local health department to implement a project that utilizes community health workers (CHWs) in their organization's COVID-19 response efforts, particularly in low-income communities of color. CHWs will provide information, supports, and services to prevent the spread of COVID-19 and to mitigate the impact of the disease in the community.

Grant Agreement

This Grant Agreement (hereinafter referred to as the "Agreement"), effective as of 09/01/2020 (the "Effective Date"), is entered into by and between **Family & Children's Agency, Inc.**, a corporation ("Grantee"), **City of Norwalk**, a Public Entity ("Sponsored Organization"), and **Connecticut Health Foundation, Inc.**, a Connecticut nonstock corporation (the "Foundation"). Grantee, Sponsored Organization and the Foundation may each hereinafter be referred to as a "Party" and together as the "Parties."

WHEREAS, Grantee and Sponsored Organization have entered into a fiscal sponsorship agreement (the "Sponsorship Agreement"), whereby Grantee has agreed to accept funds on behalf of Sponsored Organization and to disburse such funds for the benefit of Sponsored Organization; and

WHEREAS, Grantee and Sponsored Organization have submitted a grant proposal to the Foundation, requesting funding for a project to be carried out by Sponsored Organization; and

WHEREAS, the Foundation is pleased to award Grantee a grant in the amount of \$ 229,179.43 (the "Grant"), in response to the grant proposal submitted by Grantee and Sponsored Organization which shall be disbursed by Grantee for the benefit of the Sponsored Organization; and

WHEREAS, Grantee has agreed to accept the Grant in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties hereby agree as follows:

1. Use of Grant Funds: The Grant must be used, in its entirety, to support Grantee's charitable purposes, and may not become part of Grantee's or any organization's endowment fund, capital campaign, construction or renovation costs. Grantee will disburse the Grant funds to the Sponsored Organization for exclusive use in conducting the project (the "Project") described in its grant proposal (the "Proposal"). Grantee shall oversee expenditure of the Grant Funds by the Sponsored Organization, which are to be expended in accordance with the itemized line-by-line budget included in the Proposal. The Proposal is attached hereto as Exhibit A and hereby incorporated by reference into this Agreement. Grantee must request, and obtain prior written approval, from the Foundation for any budgetary revisions or line item transfers in excess of \$5,000.

Grant funds may be expended only for charitable, religious, scientific, literary or educational purposes, as described in Sections 501(c)(3) and 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). Grant funds may not be expended for any of the following purposes:

- i. To carry on propaganda, or otherwise to attempt to influence any legislation by any governing body, other than making available the results of nonpartisan analysis, study and research (within the meaning of Code Section 4945(d)(1));
- ii. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Code Section 4945(d)(2));
- iii. To make grants to individuals for travel, study or other similar purposes by such individuals (such as scholarships, fellowships or grants for research), unless such grants satisfy the requirements of Code Section 4945(g); or
- iv. To make any grant to any other organization (other than to a tax-exempt public charity or operating foundations) which does not comply with the requirements of Code Section 4945(d)(4) of the Code (i.e., the expenditure responsibility rules).

Expenditure of the Grant for purposes other than those described in the Proposal or in Code Sections 501(c)(3) and 170(c)(2)(B), or in such a manner that the Foundation's disbursement of the Grant to Grantee would result in the grant being treated as a "taxable expenditure" under Code Section 4945(d) will be deemed a material breach of this Agreement.

2. Payment of Grant Funds: The Grant will be paid to Grantee in two (2) installments. The Foundation will disburse fifty percent (50%) of Grantee's grant funds within fifteen (15) business days of receipt of the executed Agreement, and the remaining fifty percent (50%) of Grantee's grant funds within fifteen (15) business days of the receipt and approval of the Grantee's sixth month interim report.

3. Quality of Work: Grantee and Sponsored Organization agree to use best efforts to complete the Project goals and deliverables, as set forth in the Proposal (as may be adjusted by mutual agreement of the Parties), and to comply with all Foundation requests pertaining to the Project and the Grant. To this end, Grantee and Sponsored Organization will communicate regularly with assigned Foundation program staff regarding the Project, and will participate, upon request, in any orientation meeting and any technical assistance meetings, on reasonable notice by the Foundation. Neither Grantee nor Sponsored Organization will modify the Project without the Foundation's prior written approval.

The Foundation will monitor the Grantee's and Sponsored Organization's quality of work and progress toward achieving the goals of the Project. Foundation representatives may conduct site visits throughout the Term, on reasonable notice to Grantee and/or Sponsored Organization. Grantee and/or Sponsored Organization shall use its best efforts to assist Foundation representatives in obtaining access from third parties where applicable. If the Foundation (i) is not satisfied with the quality of work or the progress toward the Project goals, (ii) determines that Grantee and/or Sponsored Organization is incapable of satisfactorily completing the Project; or (iii) determines that continued funding of the Project would not further the Foundation's exempt purposes, or is contrary to the Foundation's status as a private foundation described in Code Section 501(c)(3) that is exempt from federal income taxation, the Foundation may withhold payment of Grant funds until the situation has been corrected, and as necessary, seek repayment of Grant funds previously paid. The Foundation's determination as to the quality of work performed, the progress made toward the Project goals, Grantee's and/or Sponsored Organization's ability to satisfactorily complete the Project, and the impact of continued funding on Foundation's exempt status and any necessary related actions will be final and binding upon Grantee and/or Sponsored Organization. Grantee shall notify the Foundation of any circumstances, such as changes in Project leadership or overall financial or organizational health, that may affect the ability of Grantee or Sponsored Organization to effectively implement the Project.

4. Term: The term of this Agreement shall run from the Effective Date through 02/28/2021 (the "Term"), unless this Agreement is terminated earlier pursuant to Section 5. Grantee is expected to disburse all Grant funds to Sponsored Organization prior to the expiration of the Term, and is required to repay any funds that are not expended or committed for the Project prior to the expiration of the Term. If a no-cost extension is needed at the end of the Term due to unspent funds and/or project delays, Grantee must submit a request for an extension in writing to the Foundation at least thirty (30) days prior to the expiration of the Term. If approved, Grantee will receive written confirmation from the Foundation.

5. Termination: The Foundation may terminate this Agreement at any time upon written notice to Grantee and Sponsored Organization in the event that Foundation determines, in its sole discretion, that (i) Grantee, Sponsored Organization and/or their representatives have engaged, or are engaging, in fraud, gross negligence, or willful misconduct in connection with the administration of the Project or use of the Grant funds; (ii) Grantee, Sponsored Organization and/or their representatives have engaged, or are engaging, in any conduct which is likely to harm the reputation or goodwill of the Foundation, or that could jeopardize, or is otherwise inconsistent with, the Foundation's tax-exempt status; (iii) any portion of the Grant funds have been expended for any purpose other than the purposes set forth in Section 1 above; (iv) Project objectives and/or timelines have not been met; (v) termination is required in order to comply with a law or regulation applicable to the Foundation, Grantee, and/or Sponsored Organization, or (vi) Grantee and/or Sponsored Organization have breached this Agreement, where such breach is not cured within ten (10) days after Grantee and/or Sponsored Organization receives written notice of such breach. On termination of this Agreement, the Foundation shall have no further obligation to disburse any Grant funds, and may require that Grantee repay all or a portion of the Grant funds already disbursed by the Foundation. Where a claim for repayment is made and the applicable funds have not been repaid to the Foundation within thirty (30) days, interest will accrue on the unpaid balance at the rate of one percent (1%) simple interest per month or any portion thereof. Grantee shall reimburse the Foundation for its expenses (including, but not limited to, reasonable attorneys' fees) in satisfying any repayment obligation.

6. Tax-Exempt Status: Grantee hereby represents and warrants that Grantee:

(i) is eligible to receive the Grant because it:

(A)(1) has been, and is currently, recognized by the Internal Revenue Service (the “IRS”) as an organization described in Section 501(c)(3) of the Code that is exempt from federal income taxation; (2) is not a private foundation within the meaning of Section 509(a) of the Code; (3) is not an organization described in clause (i) or (ii) of Code Section 4942(g)(4)(A); and (4) has provided the Foundation with a copy of its IRS determination letter and any subsequent correspondence with the IRS;

(B)(1) has been, and is currently is, a government unit described in Section 170(c)(1) of the Code; (2) will only use the funds for exclusively public purposes; and (3) has provided the Foundation with a copy of all correspondence with the IRS regarding Grantee’s exempt status (e.g., determination letter and/or governmental information letter); or

(C)(1) has been, and is currently is, a public instrumentality, the income of which is exempt from federal income taxation pursuant to Section 115(1) of the Code; (2) will only use the funds for exclusively public purposes; and (3) has provided the Foundation with a copy of all correspondence with the IRS regarding Grantee’s exempt status (e.g., determination letter and/or governmental information letter);

(ii) is, and shall remain, in compliance with all applicable federal, state, and local laws and regulations throughout the Term of this Agreement; and

(iii) is authorized and has received valid approval to enter into this Agreement and carry out its responsibilities as described herein.

Grantee shall immediately notify the Foundation of any change in, inquiry, or challenge to Grantee’s tax-exempt status as described in this Section. Grantee shall provide the Foundation with a copy of any IRS determination letters, governmental information letters and/or any subsequent correspondence prior to receiving any Grant funds.

7. Interim and Year-End Reports: Grantee agrees to submit detailed interim and final reports on or before the due dates listed below. Such reports shall be in a format specified by, or acceptable to, the Foundation. Each report must contain a narrative account and a financial account for the period covered by the report, as well as a certification by an authorized officer of the Sponsored Organization and the Grantee that Grant funds have been expended in accordance with the terms of this Agreement. Narrative accounts should provide a detailed description of all accomplishments resulting from the expenditure of Grant funds, including the progress made toward the Project goals, and quantifiable measurements of such progress, as applicable. Financial accounts should provide a detailed statement of all expenditures of Grant funds, including a comparison of actual expenditures to the Proposal budget on a line-by-line basis.

Report	Period Covered by Report	Due Date
Interim Report	09/01/2020 to 11/01/2020	11/15/2020
Final Report	09/01/2020 to 02/28/2021	03/31/2021

Failure to submit complete and timely reports will be considered a material breach of this Agreement. The Foundation reserves the right to withhold further disbursements until Grantee corrects such failure, or to terminate this Agreement, unless Grantee has requested, and the Foundation has approved, an extension of any applicable reporting deadline.

In addition to the interim and year-end reports required under this Section, Grantee agrees to provide the Foundation with such other interim reports as the Foundation may reasonably request from time to time during the Term. Grantee and/or Sponsored Organization shall also notify the Foundation immediately of any change in (i) Project leadership; (ii) Grantee's or Sponsored Organization's legal status; or (iii) any other circumstances, including without limitation, Grantee's or Sponsored Organization's overall financial health, that may impact Grantee's and/or Sponsored Organization's ability to expend the Grant for the intended purposes or to implement the Project.

The Foundation may assume that any report received from Grantee has been approved by the Sponsored Organization.

8. Records: Grantee shall keep records of its expenditure of all Grant funds by Sponsored Organization, including all invoices, receipts, and other supporting documentation, for at least seven (7) years following its last expenditure of Grant funds. Grantee shall (i) identify Grant funds separately on its books of account; (ii) charge expenditures made in connection with the Project to such account; and (iii) maintain adequate records in accordance with generally accepted accounting principles to enable the Foundation to easily determine how Grant funds were used.

9. Inspection and Audit Rights: Grantee shall provide the Foundation, or its duly authorized representatives, prompt access to any and all records related to the Project, expenditure of Grant funds by Sponsored Organization, and Grantee's and Sponsored Organization's performance under this Agreement, including all correspondence Grantee and/or Sponsored Organization may have with third parties (the "Records"). The Foundation, or its duly authorized representatives, shall have the right to inspect, audit, copy, and examine the Records on reasonable notice to Grantee. Where Foundation notifies Grantee and Sponsored Organization in writing that it must inspect, audit, copy, and examine the Records on an emergency basis, Grantee and/or Sponsored Organization will provide access to the Records within twenty-four (24) hours and shall make the appropriate Grantee and/or Sponsored Organization representative available to confer with the Foundation. The Foundation shall bear all costs of inspection, audit, copying and examination. The Foundation may exercise the rights described in this Section at any time during the period commencing on the Effective Date of this Agreement and ending on the expiration of the seven-year period established in Section 8.

10. Publicity and Acknowledgment of Support: Grantee and Sponsored Organization shall support the Foundation's efforts to promote the Grant and other activities related to the Grant, and to the extent that Grantee and/or Sponsored Organization wishes to promote the Grant itself, include the Foundation in the publicity activity as described herein. Grantee and Sponsored Organization agree that the Foundation may make public announcements, including, but not limited to, periodic written reports of grantmaking activities, which may include reference to the Grantee, Sponsored Organization and Grant. Grantee and Sponsored Organization shall provide reasonable access for any Foundation media requests, including, but not limited to, photo releases, made in connection with the Grant. Prior to making any public announcement regarding the Grant, Grantee and/or Sponsored Organization will submit to the Foundation for its review and approval draft materials that both Grantee and Sponsored Organization have approved. Neither Grantee or Sponsored Organization shall publicize the Grant without having first received Foundation approval. If any portion of the Grant funds are used in connection with the development of professional education products, research reports, publications, or other materials to be made publicly available, Grantee and/or Sponsored Organization must submit copies of all such materials (including online and web-based materials) to the Foundation for review and approval prior to final production and distribution. All such materials must be imprinted with the Foundation's name and logo, consistent with the Foundation's graphic standards, and include the following

statement: ***“Funded by a grant from the Connecticut Health Foundation.”*** Any use of the Foundation’s name, logo, or trademarks requires the Foundation’s prior written approval. Grantee and Sponsored Organization agree not to use the Foundation’s name, logo, or trademarks in a manner that is defamatory, misleading, libelous, obscene, or otherwise potentially damaging to the reputation or goodwill of the Foundation.

11. Intellectual Property. Grantee shall provide the Foundation with a copy of any data, products, research reports, publications, or other materials developed using the Grant funds (“Data and Reports”). The Foundation shall be provided with a free on-going license with regard to the Data and Reports (including, any updated version of these materials) which the Foundation may utilize for any use. The Foundation reserves the right to publish any data, products, research reports, publications, or other materials developed using the Grant Funds with or without the approval of Grantee. Additionally, Grantee agrees to comply with the terms and conditions contained in “Deliverables and Intellectual Property,” which is attached hereto and made a part hereof as though fully set forth herein, and in which the term “Customer,” or language of similar import, shall mean Grantee.

12. Subcontracts: Grantee shall not assign this Agreement or subcontract work in connection with the Project without the prior written approval of the Foundation, except as specifically described in the Proposal. Upon request, Grantee shall promptly provide the Foundation with copies of all subcontracts and all reports prepared by subcontractors.

13. Future Funding: Grantee and Sponsored Organization acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. Upon expiration or termination of this Agreement for any reason, the Foundation will have no further obligation to provide funds to Grantee and/or Sponsored Organization. However, the foregoing is not intended to prohibit the Grantee or Sponsored Organization from submitting a new grant proposal to the Foundation upon expiration or termination of this Agreement, if the Foundation, in its sole discretion, agrees to consider a new proposal. The Foundation shall have sole discretion and decision-making authority with respect to such new proposal and shall be under no obligation whatsoever to award any grant funds to Grantee and/or Sponsored Organization in response to the new proposal.

14. Indemnification: Grantee and Sponsored Organization agree to defend, indemnify and hold harmless the Foundation and its directors, officers, agents, representatives, and employees against any and all direct and third-party suits, claims, or liabilities of every nature arising out of or as a consequence of any act, omission or breach of this Agreement by Grantee, Sponsored Organization and/or their directors, officers, agents, representatives, or employees. This Section 14 shall survive any expiration or termination of this Agreement.

15. Representations, Warranties, and Covenants. Grantee and Sponsored Organization hereby represent, warrant, and covenant that they each (i) are, and shall remain, in compliance with all applicable federal, state, and local laws and regulations throughout the Term of this Agreement and (ii) are authorized and have received valid approval to enter into this Agreement and carry out their responsibilities as described herein.

16. Captions: The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

17. Notice: Any notice regarding cancellation or termination of the Grant shall be in writing, signed by or on behalf of the Party giving such notice, and shall be hand delivered or sent, postage prepaid, by recognized national overnight courier, or by certified mail, return receipt requested, addressed as follows:

TO: Family & Children's Agency, Inc.:

Mary Ellen Hass
Executive Vice President/Chief Operating Officer
9 Mott Avenue
Norwalk, CT 06850

TO: City of Norwalk:

Harry Rilling
Mayor
Norwalk Health Department 137 East Avenue
Norwalk, CT 06851

TO: Foundation:

Tiffany Donelson
Vice President of Program
Connecticut Health Foundation, Inc.
100 Pearl Street
6th Floor West Tower
Hartford, CT 06103

Notice shall be effective upon receipt. Either Party may change its address set forth in this Section by giving Notice to the other Party in accordance with this Section.

18. Modification: This Agreement sets forth all terms and conditions related to the Grant and replaces all prior understandings and agreements. Any modification or amendment to this Agreement must be made in writing signed by an authorized officer of each Party.

19. Applicable Law: This Agreement will be construed in accordance with the laws of the State of Connecticut.

20. Severability: The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted in such a way and with such meaning to render such portion valid or consistent.

21. Failure to Enforce. The failure of either Party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions. Further, any express waiver of a breach of any provision hereunder by any Party shall not constitute a waiver of any prior or subsequent breach or of such Party's right to fully enforce thereafter each and every provision of this Agreement.

22. **Assignment.** This Agreement shall not be assignable by either Party without the express written consent of the other Party.

23. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns.

24. **Fiscal Sponsorship:** Grantee has provided a copy of the Sponsorship Agreement to the Foundation, which is attached to this Agreement as Exhibit B. Grantee shall promptly notify the Foundation of any amendment to, or termination or expiration of, the Sponsorship Agreement, or any change in the relationship between Grantee and Sponsored Organization. Grantee shall also promptly notify the Foundation if the Sponsored Organization files a certificate of incorporation (or similar state paperwork), submits an IRS Form 1023 application for recognition of exemption under Code Section 501(c)(3), and/or receives a determination letter from the IRS. Grantee shall provide the Foundation with copies of all such documents.

25. **Relationship:** Neither this Agreement, nor any terms and conditions contained herein, may be construed as creating or constituting a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent.

26. **Original Agreement:** This Agreement, as executed by the duly authorized representatives of the Parties, may be exchanged by transmission by facsimile, portable document format (PDF), Adobe Sign and/or Docusign, which transmission shall constitute effective delivery of such executed Agreement and may be used in lieu of the original Agreement for any and all purposes.

[signatures on following page]

Please confirm acceptance of this Grant award and all the conditions stated above by signing all three copies of this Agreement and returning one executed by Grantee and Sponsored Organization to the Foundation.

Agreed and Accepted:

Patricia Baker
President & CEO
Officer.
Connecticut Health Foundation, Inc.

Mary Ellen Haas
Executive Vice President/Chief Operating
Family & Children's Agency, Inc

Date

Date

Harry Rilling
Mayor
City of Norwalk

Date



August 25, 2020

Alan Lo
Land Use and Building Management
City of Norwalk
125 East Ave
Norwalk, CT 06851

Re: Bid Award for Norwalk Museum Elevator

Dear Mr. Lo, Chairman Livingston, and members of the Land Use Committee:

In 2014, the Historical Commission hired O'Riordan-Migani Architects to develop plans for the Museum building located at City Hall to comply with the Americans with Disabilities Act (ADA). To manage costs, the project was divided into five phases. The first two phases, which dealt with exterior ADA-compliant access into the building, have been completed. The next phase of the project includes the installation of an elevator to provide access to the basement level, first and second floors, along with ADA-compliant pathways to and from the elevator. The plans for the third phase were put out to bid and eight responses were received. Please find the bid response summary from Purchasing below. The low bidder did not meet the required project experience qualifications.

The second lowest bidder, A. V. Tuchy, Inc., satisfies all of the bid requirements and we recommend accepting their bid in the amount of \$446,272 plus an additional \$23,706 for two add alternatives, for a total of \$469,978.

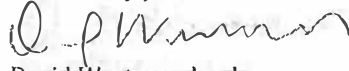
We are asking the Land Use Committee to approve and refer the following actions to the Common Council. The recommended actions are:

AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH A.V. TUCHY, INC. FOR INSTALLATION OF AN ELEVATOR AT THE MUSEUM AT CITY HALL, IN THE AMOUNT NOT TO EXCEED \$469,978. FUNDING FROM ACCOUNTS 09190636310 5777 C0549 AND 09200636310 5777 C0549.

AUTHORIZE THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON THE CONTRACT NOT TO EXCEED \$47,000. FUNDING FROM ACCOUNTS 09190636310 5777 C0549 AND 09200636310 5777 C0549.

Thank you for your consideration and support.

Sincerely yours,


David Westmoreland

cc: Dana Laird

Attachment

125 East Avenue, Norwalk, Connecticut 06851

August 6, 2020

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY - PROJECT #4038

Norwalk Historical Society Museum – Phase 3 Accessibility Improvements (REBID)

Thank you for your response to our bid. The following pages are a summary of the responses received.

VENDOR	ATTENDED MANDATORY PRE-BID CONFERENCE	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	BID SECURITY	TOTAL LUMP SUM
PAC Group LLC	Yes	Yes	Yes	Yes	\$537,466.00
Diversity Construction Group, LLC	Yes	Yes	Yes	Yes	539,936.00
NUA Construction Corp	Yes	Yes	Yes	Yes	\$620,341.00
Bismark Construction Co., Inc.	Yes	Yes	Yes	Yes	\$594,000.00
A.V. Tuchy, Inc.	Yes	Yes	Yes	Yes	\$446,272.00
Maggiore Construction, Inc.	Yes	Yes	Yes	Yes	\$415,264.00
J.A. Rosa Construction, LLC	Yes	Yes	Yes	Yes	\$464,318.00
Giacorp Contracting Inc*	Yes	Yes	No		

*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements



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 & BUILDING MANAGEMENT COMMITTEE

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

RE: **NARAMAKE ELEMENTARY SCHOOL –KITCHEN ADDITION ARCHITECT SELECTION**

DATE: AUGUST 27, 2020

As part of the 2020-2021 capital budget allocation, the Board of Education requested and the City allocated funding for three new projects in support of Board of Education's overall capital improvement plan. These projects are: a new Norwalk High School, a new Cranbury Elementary School and a kitchen addition at Naramake Elementary School. Subsequently, the City submitted a school grant application to the State prior to June 30, 2020 and recently the City issued an architectural RFQ for architectural services for the Naramake School project.

The Naramake Elementary School project consists of the construction of a new kitchen and servery of 1,315 square feet, the renovation of the existing library into a new cafeteria of 1,825 square feet and a new media center of 1,560 square feet. This project will create a separate cafeteria in lieu of a combined use gymnasium and cafeteria. The new kitchen will have food preparation capability in lieu of a heating kitchen. The servery will no longer be in the hallway at the entrance to the gymnasium..

The RPQ/P was developed based on a two-step process. Interested firms submitted qualification packages outlining all of their experiences, capabilities and qualifications in response to the RFQ/P. The selection committee consisting of Sharon Connor and Carleen Megaro of the City's Purchasing Department, Councilman Dave Heuvelman and Alan Lo the City's Building and Facilities Manager reviewed all of the submissions and developed a shortlist of four respondents to be interviewed. Please note that invitations went to two Norwalk Public School staff and Naramake School Principal for their participation on the selection process. Unfortunately they were un-available due to commitments they have relating to school reopening. Additionally, Jim Giuliano provided staff support for the selection process.

The City received thirteen responses to the RFQ thereafter shortlisted and interviewed four firms - Antinozzi Associates, Friar, Newman and Tecton. After the interviews the Selection Committee

selected the following architectural firms to receive proposals: Antinozzi Associates, Newman and Tecton. The following is a summary of the fee proposals

Naramake Elementary – Kitchen Addition - Architect Cost Responses	
Firm	Architectural Fee
Antinozzi Associates, P.C.	\$239,200.00
Tecton Architects	\$250,230.00
Newman Architects	\$283,240.00

Upon receipt of the fee proposals, S. Conners, J. Giuliano and I reviewed the proposals and hereby recommend the award of this project to Antinozzi Associates, P.C.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Antinozzi Associates, P.C. to provide architectural design services for the Naramake Elementary School – Kitchen Addition project for a total not to exceed \$ 239,200.00 Acct. #09215010 5777 C0788.
- b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$23,920.00.

EXECUTIVE SUMMARY

BRIEF HISTORY OF OUR FIRM

Founded in 1956, Antinozzi Associates is celebrating over six decades as a registered architectural firm and over three decades with a dedicated interior design department. We are a mid-sized firm led by Principals Paul Antinozzi, AIA (President), George Perham, AIA, IIDA (Vice President), Paul Lisi, AIA (On-Call Services), Michael Ayles, FAIA (Business Development), and Michael LoSasso, AIA, LEED|AP (K-12 Studio). Antinozzi Associates is a Professional Corporation in the State of Connecticut with registered architects, interior designers, and LEED Accredited Professionals on staff.

It is gratifying to think about the impact we have had upon countless individuals who use our buildings every day. Our approach to fulfilling this responsibility is to listen closely to our clients, design beautifully functional spaces, and integrate sustainable design practices. Antinozzi Associates strives to maintain a positive, energetic, and collaborative spirit with a talented and diverse group of professionals.

With principal involvement on all of our school projects, Antinozzi Associates has been a leader in the architectural and interior design of public K-12 school facilities since its inception in 1956. Our level of school design expertise is evident in over 250 projects we have designed and/or constructed. Within the past decade alone, Antinozzi Associates has completed the study or design of nearly a dozen major public school projects.

One of the wonderful aspects of providing design services for municipal school districts is that we get to work with dedicated, successful individuals on the appointed building committees. These committees are usually comprised of diverse professionals and laypeople with the passion to create a better educational experience for their community's students.

LOCATIONS

Antinozzi Associates is located in the Bijou Theatre building (271 Fairfield Avenue) in the heart of Down-



town Bridgeport. In 2007, the firm converted the building's former ballroom into an 11,000 SF open-air workplace with a balcony of architects and interior designers surrounding the main floor studio. This setting promotes collaboration and the exchange of ideas, further stimulating our creativity and innovation. Natural lighting, exposed mechanical systems, and open conference areas are featured throughout.

In 2012, Antinozzi Associates opened a branch office in Norwalk at Merritt 7 Corporate Park (301). Since opening the firm has been retained to provide on-call tenant design services for the 1.5 million square foot office park, as well as corporate spaces throughout the surrounding area. This office allows the firm to become more active in the community, and expands corporate business development and marketing efforts in lower Fairfield and Westchester counties.

NORWALK HIGH SCHOOL

Renovation

Location: Norwalk, Connecticut
Area: 1,500 Square Feet
Design: 2019
Construction: 2019
Deliv. Method: CM at Risk

DESCRIPTION

The City of Norwalk contracted with Antinozzi Associates in early 2019 to provide design services for miscellaneous projects at Norwalk High School. The City originally intended to make a variety of improvements, totaling approximately \$11 million, to the technology, security and infrastructure of the existing 1971 school. While the City's current plan to provide an entirely new high school interrupted most of these miscellaneous projects, the design and construction of a new Culinary Arts classroom was completed in 2019. The Culinary Arts Program at Norwalk is a popular career pathway program with a waiting list, so the classroom was launched as quickly as possible.

FEATURES

This completely renovated space, formerly the auto shop, greatly augments the schools existing adjacent culinary program and "Bear Claw Café." Understanding and working with existing conditions was critical to the success of this project. The building structure is cast-in-place concrete, and routing of services from distant utility services and accommodating exhaust requirements in this ground-floor space required coordination and planning, so special attention was paid to long lead time items such as culinary equipment. Additionally, the building was occupied during all but a few summer weeks of construction. The team was able to tap into the existing grease trap installed for the existing culinary area to simplify site work.

The final project seamlessly incorporates new kitchen equipment with equipment purchased by the Owner, with work stations for 24 students and a full cooking line. Additionally, in front of the classroom seating area there is a full kitchen work station for demonstration, complete with a video monitor of the cooking surface set up for classroom or remote viewing.



PROJECT REFERENCE

James Giuliano, Owners Project Manager
Construction Solutions Group
(860) 306-7134

NARAMAKE ELEMENTARY SCHOOL

Conceptual Design Study

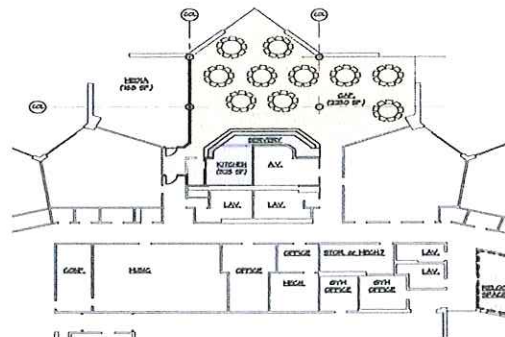
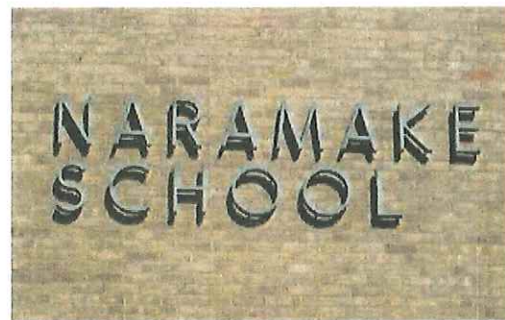
Location: Norwalk, Connecticut
Area: 5,460 SF
Completion: 2019

DESCRIPTION

In 2019, the Norwalk Public Schools solicited proposals from qualified architects to provide conceptual architectural and engineering design services and assist the Norwalk Facilities Construction Commission (NFCC) with the conceptual design and estimate in their efforts to provide an improved cafeteria and kitchen at Naramake Elementary School.

The Naramake Elementary School was constructed in 1961 with additions in 2014, but the school does not presently have a dedicated cafeteria space. The current "Auditorium/Gym/Cafeteria" model does not lend itself well to providing efficient serving, eating, and congregating conditions for the students, and it impedes building egress due to the servery queuing lines that extend into the corridor.

In 2019, Antinozzi Associates was awarded the conceptual design study and cost estimate of Naramake Elementary School - Cafeteria Improvement project. The Norwalk Public Schools desired to separate the cafeteria from the gymnasium and auditorium by partitioning an under-utilized Media Center, and repurposing it as a new cafeteria. The design included a new addition housing a full service kitchen. Multiple conceptual design options were provided with cost estimates by our firm.



**PROPOSAL RESPONSE FORM
RFP 4046A ARCHITECTURAL DESIGN SERVICES –
NARAMAKE ELEMENTARY SCHOOL**

Firm Name - Antinozzi Associates, P.C.		
Address - 271 Fairfield Avenue, Bridgeport, CT 06604		
Phone - (203) 551-2422	Fax - (203) 378-3002	Email - mayles@antinozzi.com
Manager - Michael LoSasso, AIA, LEED-AP		Fed ID# 06-0936476

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 provide 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 provide all the necessary professional services directly and or through professional sub-consultants and other items as identified in this RFP, 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 Proposer and the City.

1. PROPOSED FEES: Naramake Elementary School – Kitchen Addition

Architects fee proposal should be based on identified scope of services and tasks identified with this project and shall not be determined based on specific dates of anticipated completion or projected budget

A. Programming and Schematic Design Services: Lump Sum in numbers and words,	
\$ 31,380	Fee in words: Thirty one thousand three hundred eighty dollars
B. Design Development Phase: Lump sum in numbers and words,	

\$ 52,300	Fee in words: Fifty two thousand three hundred dollars
C. Construction Documents Phase: Lump Sum in numbers and words,	
\$ 62,760	Fee in words: Sixty two thousand seven hundred sixty dollars
D. Bidding/Negotiation Phase: Lump Sum in numbers and words,	
\$ 6,260	Fee in words: Six thousand two hundred sixty dollars
E. Contract Administration Phase: Lump Sum in numbers and words,	
\$ 56,500	Fee in words: Fifty six thousand five hundred dollars
F. Fixtures Furniture & Equipment (Design/Procurement/Inventory/Punch-list): Lump Sum in numbers and words,	
\$ In fees above	Fee in words: N/A
G. Surveying Services: Lump Sum in numbers and words,	
\$10,000.00	TEN THOUSAND DOLLARS AND ZERO CENTS
H. Environmental Consultant Services: Lump Sum in numbers and words,	
\$15,000.00	FIFTEEN THOUSAND DOLLARS AND ZERO CENTS
I. Reimbursable Expenses: Lump Sum in numbers and words,	
\$5,000.00	FIVE THOUSAND DOLLARS AND ZERO CENTS
F. TOTAL FEE (A-I)	
\$ 239,200	Total Fee in words: Two hundred thirty nine thousand two hundred dollars

Firm Name - Antinozzi Associates, P.C.

2. INSURANCE:

Agency Name	- People's United Insurance (General) Smith Brothers Insurance (Prof. Liability)
Agency Address	- 850 Main Street, Bridgeport, CT 06604 68 National Drive, Glastonbury, CT 06033



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 & BUILDING MANAGEMENT COMMITTEE

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

RE: CRANBURY ELEMENTARY SCHOOL –NEW SCHOOL ARCHITECT SELECTION

DATE: AUGUST 27, 2020

As part of the 2020-2021 capital budget allocation, the Board of Education requested and the City allocated funding for three new projects in support of Board of Education's overall capital improvement plan. These projects are: a new Norwalk High School, a new Cranbury Elementary School and a kitchen addition at Naramake Elementary School. Subsequently the City submitted a school grant application to the State prior to June 30, 2020 and recently the City issued an architectural RFQ for architectural services for the Cranbury Elementary School project.

The new Cranbury Elementary School project consists of a new 2 story academic addition with new kitchen/cafeteria, media center and administration offices. The new building will be constructed while the school is occupied. As part of the "phased" improvement of the school, the existing gymnasium/auditorium will be renovated and the remainder of the existing building will be demolished. Additionally, the project will separate the parent and bus drop-off areas and a new septic system will be required.

The RPQ/P was developed based on a two-step process. Interested firms submitted qualification packages outlining all of their experiences, capabilities and qualifications in accordance with RFQ/P. The selection committee consisting of Sharon Connors and Carleen Megaro of the City's Purchasing Department, Councilman Tom Livingston and Alan Lo, the City's Building and Facilities Manager, Michael Clyne, Cranbury's acting Principal, reviewed all sixteen submissions and developed a shortlist of four respondents to be interviewed. Jim Giuliano of CSG, the City's Program Manager, provided staff support for the selection process. The City conducted interviews with the four firms- Antinozzi Associates, TSKP, Svigals and SLAM. After the interviews the Selection Committee selected the following architectural firms to receive proposals: Antinozzi Associates, TSKP and SLAM. The following is a summary of the fee proposals:

Cranbury Elementary – New School - Architect Cost Responses	
Firm	Architectural Fee
Antinozzi Associates, P.C.	\$1,824,000.00
TSKP STUDIO, LLC	\$2,142,000.00
The S/L/A/M Collaborative, Inc.	\$2,225,000.00

Upon receipt of the fee proposals, S. Conners, J. Giuliano and I reviewed the proposals and hereby recommend the award of this project to Antinozzi Associates, P.C.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Antinozzi Associates, P.C. to provide architectural design services for the Cranbury Elementary School new construction project for a total not to exceed \$1,824,000.00 Acct. #09215010 5777 C0786.
- b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$91,200.00.

EXECUTIVE SUMMARY

BRIEF HISTORY OF OUR FIRM

Founded in 1956, Antinozzi Associates is celebrating over six decades as a registered architectural firm and over three decades with a dedicated interior design department. We are a mid-sized firm led by Principals Paul Antinozzi, AIA (President), George Perham, AIA, IIDA (Vice President), Paul Lisi, AIA (On-Call Services), Michael Ayles, FAIA (Business Development), and Michael LoSasso, AIA, LEED|AP (K-12 Studio). Antinozzi Associates is a Professional Corporation in the State of Connecticut with registered architects, interior designers, and LEED Accredited Professionals on staff.

It is gratifying to think about the impact we have had upon countless individuals who use our buildings every day. Our approach to fulfilling this responsibility is to listen closely to our clients, design beautifully functional spaces, and integrate sustainable design practices. Antinozzi Associates strives to maintain a positive, energetic, and collaborative spirit with a talented and diverse group of professionals.

With principal involvement on all of our school projects, Antinozzi Associates has been a leader in the architectural and interior design of public K-12 school facilities since its inception in 1956. Our level of school design expertise is evident in over 250 projects we have designed and/or constructed. Within the past decade alone, Antinozzi Associates has completed the study or design of nearly a dozen major public school projects.

One of the wonderful aspects of providing design services for municipal school districts is that we get to work with dedicated, successful individuals on the appointed building committees. These committees are usually comprised of diverse professionals and laypeople with the passion to create a better educational experience for their community's students.

LOCATIONS

Antinozzi Associates is located in the Bijou Theatre building (271 Fairfield Avenue) in the heart of Down-



town Bridgeport. In 2007, the firm converted the building's former ballroom into an 11,000 SF open-air workplace with a balcony of architects and interior designers surrounding the main floor studio. This setting promotes collaboration and the exchange of ideas, further stimulating our creativity and innovation. Natural lighting, exposed mechanical systems, and open conference areas are featured throughout.

In 2012, Antinozzi Associates opened a branch office in Norwalk at Merritt 7 Corporate Park (301). Since opening the firm has been retained to provide on-call tenant design services for the 1.5 million square foot office park, as well as corporate spaces throughout the surrounding area. This office allows the firm to become more active in the community, and expands corporate business development and marketing efforts in lower Fairfield and Westchester counties.

JEFFERSON ELEMENTARY SCHOOL

Feasibility Study/ Renovation

Location: Norwalk, Connecticut
Area: 60,625 Square Feet
Design: 09/2019 - 12/2020
Construction: 03/2021 - 03/2022
Deliv. Method: CM at Risk

DESCRIPTION

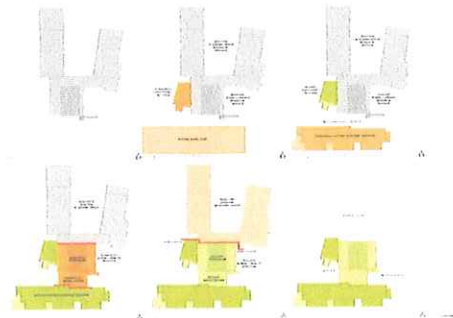
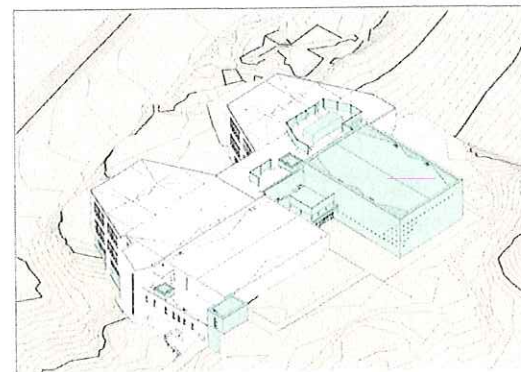
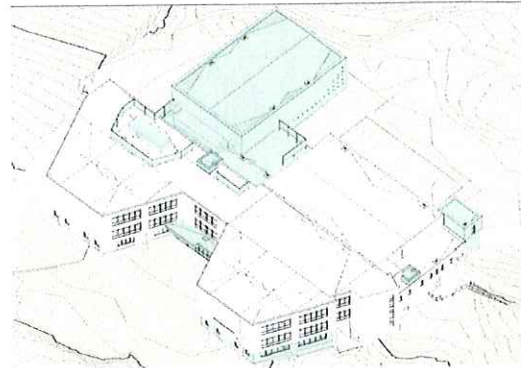
The City of Norwalk hired Antinozzi Associates in late 2018 to conduct concept design studies for Jefferson Elementary School and Cranbury Elementary School. Both studies delivered designs specific to each location with sufficient cost data to provide a detailed cost estimate to serve as the basis for a future State grant application. Our firm was then hired to complete the renovation of Jefferson Elementary School in 2019.

FEATURES

The school is built into a hillside with the main entrance at the east side of the lower level along Van Buren Avenue, and the upper level opening onto playfields and portable classrooms at the west side of the property. This project adds to and fully renovates the building, replaces all mechanical, electrical and plumbing systems, as well as the roof and window systems, reconfigures the interior, and provides Code-compliant accessibility throughout. The existing portable classrooms will be removed.

A new Gymnasium wing with a new entrance will be added at the upper level, removing this function from the existing multi-purpose space to alleviate scheduling and crowding issues. The proposed design separates bus traffic from parent drop-off with a new bus loop serving the site's upper level. The new bus loop will be gated when not in use, and parent drop-off and public arrival to the school during the day is restricted to the main building entrance at the lower level. The adjacent south parking lot will accommodate visitors. The parking lot located on the parcel of land north of Grandview Avenue will be retained for faculty and staff parking.

Construction is set to begin in March of 2021 for this \$33 million project.



PROJECT REFERENCE

James Giuliano, Owners Project Manager
Construction Solutions Group
(860) 306-7134

CRANBURY ELEMENTARY SCHOOL

Feasibility/New Facility Study

Location: Norwalk, Connecticut
Area: 63,740 Square Feet
Design: 2018, 2019
Deliv. Method: CM at Risk

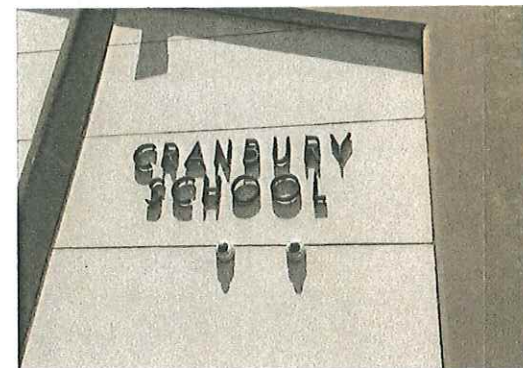
DESCRIPTION

In November of 2018, Antinozzi Associates was awarded the commission to conduct a Conceptual Design Study for Cranbury Elementary School. The primary goal of this study was to investigate improvements and added space desired by the Board of Education, in order to provide a specific conceptual design and preliminary scope cost estimate in support of a Grant Application submission to the State.

FEATURES

It was originally the desire of the District to make improvements to the existing facility, but due to the age and condition of the building a new facility was later considered. One of the initial improvements made was to modernize and expand dining services, requiring an addition to accommodate a separate kitchen. The proposed design placed a new addition toward the west side of the existing building which occupied space currently used for loading and deliveries, so this use was addressed by placing loading and deliveries to the south of the addition. The District also desired to replace the windows and Building Management Systems, upgrade the electrical system, renovate the library, and add central air conditioning. Reconfigured space also included a new special education classroom.

Our feasibility study found a pathway to replace nearly the whole school through phased construction while keeping the facility occupied. The first phase introduces a new cafeteria and kitchen space similar to the addition suggested in our first study for smaller-scope improvements. In the second phase, a two-story academic building would be constructed to the south and connected to the existing multi-purpose space via a new media center. After these new phases are complete, the existing academic wings would be removed, and a bus loop, separate from parent parking and entry, would be constructed to the north.



PROJECT REFERENCE

James Giuliano, Owners Project Manager
Construction Solutions Group
(860) 306-7134

PROPOSAL RESPONSE FORM
RFP 4045A ARCHITECTURAL DESIGN SERVICES – CRANBURY
ELEMENTARY SCHOOL

Firm Name - Antinozzi Associates, P.C.		
Address - 271 Fairfield Avenue, Bridgeport, CT 06604		
Phone - (203) 551-2422	Fax - (203) 378-3002	Email - mayles@antinozzi.com
Manager - Michael LoSasso, AIA, LEED-AP		Fed ID# 06-0936476

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 provide 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 provide all the necessary professional services directly and or through professional sub-consultants and other items as identified in this RFP, 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 Proposer and the City.

1. PROPOSED FEES: Cranbury Elementary School – New School

Architects fee proposal should be based on identified scope of services and tasks identified with this project and shall not be determined based on specific dates of anticipated completion or projected budget

A. Programming and Schematic Design Services: Lump Sum in numbers and words,	
\$ 245,800	Fee in words: Two hundred forty five thousand and eight hundred dollars
B. Design Development Phase: Lump sum in numbers and words,	

\$ 386,700	Fee in words: Three hundred eighty six thousand and seven hundred dollars
C. Construction Documents Phase: Lump Sum in numbers and words,	
\$ 466,700	Fee in words: Four hundred sixty six thousand and seven hundred dollars
D. Bidding/Negotiation Phase: Lump Sum in numbers and words,	
\$ 75,100	Fee in words: Seventy five thousand and one hundred dollars
E. Contract Administration Phase: Lump Sum in numbers and words,	
\$ 394,700	Fee in words: Three hundred ninety four thousand and seven hundred dollars
F. Fixtures Furniture & Equipment (Design/Procurement/Inventory/Punch-list): Lump Sum in numbers and words,	
\$ 110,000	Fee in words: One hundred ten thousand dollars
G. Surveying Services: Lump Sum in numbers and words,	
\$45,000.00	FORTY-FIVE 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 Consultant: Lump Sum in numbers and words,	
\$25,000.00	TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS
K. Reimbursable Expenses: Lump Sum in numbers and words,	
\$10,000.00	TEN THOUSAND DOLLARS AND ZERO CENTS
F. TOTAL FEE (A-K)	
\$ 1,824,000	Total Fee in words: One million eight hundred twenty four thousand dollars