COMMON COUNCIL **AGENDA** **AUGUST 9, 2016**
NORWALK, CONNECTICUT **7:30 PM EST** **COUNCIL CHAMBERS**

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

I. **ROLL CALL**

II. **ACCEPTANCE OF MINUTES**

Regular Meeting: July 12, 2016

III. **PUBLIC PARTICIPATION**

IV. **MAYOR**

A. **RESIGNATIONS AND APPOINTMENTS**

RESIGNATIONS: Paul Cifatte, Oak Hills Park Authority

APPOINTMENTS:
Benjamin F. Luce, Purchasing Agent
Michael Witherspoon, Zoning Commission, Regular
Lou Schulman, Zoning Commission, Regular
James Cahn, Zoning Commission, Regular
Galen Wells, Zoning Commission, Alternate
Cindy Cossuto, Zoning Commission, Alternate
Nora King, Planning Commission
George Tsiranides, Planning Commission
Glenn Iannacone, Historical Commission

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. **COUNCIL PRESIDENT**

A. **GENERAL COUNCIL BUSINESS:**

B. **CONSENT CALENDAR**

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

A. **CORPORATION COUNSEL**

Authorization to Settle Claim: Charles Chester v. City of Norwalk **EXECUTIVE SESSION**

B. BOARD OF ESTIMATE AND TAXATION

1. RESOLVED, that a sum not to exceed $8,557 be and the same is hereby transferred from Increased Estimated Revenues to the Police Department to cover the cost of Police Special Services overtime work on State and Federal cases.

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Gordon Fine Arts for the use of 50 Washington Plaza, Washington Street, North/South Main and surrounding Streets, along with Veterans Park (Parking) for an Arts Festival to be held Saturday, August 5, 2017, 10:00 AM – 9:00 PM and Sunday, August 6, 2017, 10:00 AM – 6:00 PM. Set up to take place 5:30 AM Saturday, August 5, 2017 with tear down no later than 8:00 PM Sunday, August 6, 2017. Estimated attendance 7,500.

1b. Authorize Gordon Fine Arts the use of the Show Mobile for the Arts Festival to take place Saturday, August 5, 2017 and Sunday, August 6, 2017 on Washington Street.

2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Gordon Fine Arts for the use of Mathews Park for the Norwalk Art Festival to be held Saturday, June 24, 2017 and Sunday, June 25, 2017 from 10:00 AM – 5:00 PM each day. Set up to take place Friday, June 23, 2017 at 6:00 AM with tear down no later than 12:00 Noon on Monday, June 26, 2016. Estimated attendance 750.

3. Authorize the Mayor, Harry W. Rilling to enter into an agreement with New England Auto Museum to use Mathews Park for a Father's Day Car Show to be held Sunday, June 18, 2017 from 9:00 AM – 4:00 PM. Set up to take place Sunday, June 18, 2017 at 8:00 AM with tear down no later than 12:00 Noon on Monday, June 19, 2017. Estimated attendance 1,000.

4. Authorize the Mayor Harry W. Rilling to enter into an agreement with Wolfpit School PTO to use the grounds of Wolfpit School for a Pumpkin Festival to be held Saturday, October 8, 2016 from 8:00 AM – 5:00 PM with a rain date of Sunday, October 9, 2016. Estimated attendance 1,000.

5. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Human Services Council for the use of Taylor Farm for a Kidzfest Touch a Truck & More to be held Saturday, October 8, 2016 from 10:00 AM – 3:00 PM. Set up to take place Friday, October 7, 2016 at 12:00 Noon with tear down no later than 12:00 Noon on Sunday, October 9, 2016. Estimated attendance 500+.

6a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Riccio Landscaping LLC Project #3692 Flax Hill Park Utility Improvements for a sum not to exceed $42,850.00. Account #0915-6030-5777-C0178.

6b. Authorize the Director of Recreation and Parks to issue change orders to Project #3692 Flax Hill Park Utility Improvements for a sum not to exceed $4,280.00. Account #0915-6030-5777-C0178, 016031-5585.

7. Authorize the Purchasing Agent to issue a purchase order to M.E. O'Brien & Sons, Inc. (Sole Source) for a new Calf Pasture Beach Playground Equipment for a sum not to exceed $69,639.00. Account #0917-6030-5777-C0364.

8. Authorize the Purchasing Director to issue a purchase order to Concrete Creations, LLC Project #3694 installation of Playground Equipment – Calf Pasture Beach for a sum not to exceed $22,000. Account #0917-6030-5777-C0364.

B. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: July 14, 2016.

2. For informational purposes only: Narrative on Tax Collections dated July 14, 2016.

3. For informational purposes only: Monthly Tax Collector's Report Dated: June 30, 2016.

4. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the Tax Agreement for Property Taxes, subject to revisions of the agreement, between the City of Norwalk, The Housing Authority of the City of Norwalk and Trinity Washington Village Phase One Limited Partnership.

5. Authorize the Purchasing Agent to issue purchase orders in accordance with City Procurement Guidelines for the supply of personal computers workstations, laptops, ruggedized data terminals, tablets, printers, and obsolete asset disposal according to City IT department specifications for an amount not to exceed $151,813.60, account 09170600-5777-C0375 (budgeted IT capital item; no special appropriation required).

6. Authorize the Purchasing Agent to issue purchase orders to ePlus Technology (State of CT contract 12PSX0431) for the procurement of Cisco LAN switches for City Hall & Health Department for an amount not to exceed $50,000, account 09170600-5777-C0375 (budgeted IT capital item; no special appropriation required).

C. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Approve the Health Department fee schedule as set by the Director of Health with the concurrence of the Board of Health at their June 28, 2016 meeting.

2a. Authorize the Mayor, Harry W. Rilling, to execute all documents necessary to apply for and accept funds from the State of Connecticut Department of Public Health to implement a lead poison prevention program for the period July 1, 2016 to June 30, 2017 in the amount of $16,406.

2b. Authorize the Mayor, Harry W. Rilling; to execute any and all agreements, documents, instruments or amendments as may be necessary to implement a lead poison prevention program for the period July 1, 2016 to June 30, 2017.

3a. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Crowley Ford, for the purchase of 2-2017 Ford Fusions, for the amount not to exceed $37,000. Account # 01353-5731.

3b. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Fleet Auto Sales for the upfit of 2-2017 Ford Fusions, for the amount not to exceed $7000. Account # 01353-5731.

4a. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to MHQ, the low bidder, for the purchase of eight 2017 Ford Utility Interceptors, for the amount not to exceed $228,000. Account #013053-5731

4b. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Fleet Auto Supply, the low bidder, for the up-fit (emergency Lighting/prisoner cage/graphics) for 8- 2017 Police Utility Interceptors, for the amount not to exceed $99,000.

4c. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Motorola, the low bidder, for the mobile radios for eight 2017 Ford Utility Police Interceptors, for the amount not to exceed $39,000. Account #013053-5731

5. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Max BMW Motorcycles, for the purchase of 2-2016 BMW Motorcycles, for the amount not to exceed $40,000. Account # 01353-5731.

D. PUBLIC WORKS COMMITTEE

1. Authorize the Purchasing Agent to issue a purchase order to Bridge-Haven Ford Truck Sales Inc. dba Gabrielli Truck Sales of Milford for the purchase of two (2) 2015 Mack GU712 plow trucks for a sum not to exceed $428,924.00.

   Account No. 0916 4031 5777 C0313
   Account No. 0917 4031 5777 C0313

2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with McVac Environmental Services, Inc. for Project DRG 2016-1 Storm Drain Cleaning of Dr. Martin Luther King, JR. Box Culverts, for a sum not to exceed $270,125.

2b. Authorize the Director of Public Works to execute Orders on Contract with McVac Environmental Services, Inc. for Project DRG 2016-1 Storm Drain Cleaning of Dr. Martin Luther King, JR. Box Culverts, for a sum not to exceed $27,012.50.

Account No. 0914 4027 5777 C0440
Account No. 0915 4027 5777 C0440

3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with M. Rondano, Inc. for Project DRG 2016-2 Storm Drainage Improvements at Fodor Farm, Aviation Court and Soundview Avenue for a sum not to exceed $365,495.

3b. Authorize the Director of Public Works to execute Orders on Contract with M. Rondano, Inc. for Project DRG 2016-2 Storm Drainage Improvements at Fodor Farm, Aviation Court and Soundview Avenue for a sum not to exceed $36,549.50.

Account No. 0915 4027 5777 C0440
Account No. 0917 4027 5777 C0440

E. **LAND USE COMMITTEE**

1. Approve the naming of the Cranbury Park entrance drive as "Joseph Cote Way" in memory of Joe Cote, a long time dedicated Parks Department employee.

2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Turco Golf Inc. for the Oak Hills Parks Golf Course Improvement Project for a total not to exceed $980,413.75. Acct. # 09151340-5799-C0558

2b. Authorize the Office of Building Management (with concurrence with the Oak Hills Park Authority) to issue Change Order on Contract for a total not to exceed $20,000.

3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with CCM Construction Services, Inc. for the City Hall Roof Replacement Project for a total not to exceed $1,097,275. Acct. # 0915/16/17 7100 5777 C0439.

3b. Authorize the Office of Building Management to issue change orders on Contract for a total not to exceed $109,727.

VIII. **RESOLUTIONS FROM COMMON COUNCIL**

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

X. **SUSPENSION OF RULES**

XI. **ADJOURNMENT**

APPOINTMENTS

PURCHASING AGENT — M/C — Nwlk. Code 1-241

BENJAMIN F. LUCE
108 McFadden Drive
Wilton, CT 06897
Term Expires – 7/1/2020

ZONING COMMISSION — M/C — Nwlk. Code 79

MICHAEL L. WITHERSPOON (D)
5 Observatory Place
Norwalk, CT 06854
Term Expires – 07/01/2019
Alternate to Regular

LOUIS SCHULMAN (U)
23 James Street
Norwalk, CT 06850
Term Expires – 07/01/2019
Regular

JAMES CAHN (R)
Union Avenue
Norwalk, CT 06851
Term Expires - 07/01/2019
Regular

GALEN WELLS (D)
224 West Norwalk Road
Norwalk, CT 06850
Term Expires - 07/01/2019
Alternate

CINDY M. COSSUTO (R)
200 North Taylor Avenue
Norwalk, CT 06854
Term Expires – 07/01/2018
Alternate
Replaces M. Witherspoon

PLANNING COMMISSION — M/C — Nwlk. Code 79

NORA KING (D)
17 Covewood Drive
Norwalk, CT 06853
Term Expires – 07/01/2020

GEORGE TSIRANIDES (R)
Driftwood Lane
Norwalk, CT 06851
Term Expires – 07/01/2020

HISTORICAL COMMISSION — M/C — Nwlk. Code 57A

GLENN A. IANNACCONE (R)
4 Mathew Court
Norwalk, CT 06851
Term Expires – 12/31/2020

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

Mayor Rilling called the meeting to order at 7:41 p.m. and led those present in reciting the Pledge of Allegiance.

Mayor Rilling requested a moment of silence for those who died during the last week and their families: Officer Lorne Ahrens (TX); Philando Castile (MN); Officer Michael Krol (TX); Officer Michael Smith (TX); Alton Sterling (LA); Officer Brent Thompson (TX); Officer Patrick Zamarripa (TX).

Ms. King, the City Clerk, read the notice stating that the meeting was being videotaped and audio recorded for public broadcast. She also stated that assisted listening devices were available.

I. ROLL CALL

Ms. King called the roll.

Council at Large:	Mr. Richard Bonenfant	Mr. Michael Corsello
	Mr. Douglas Hempstead	Mr. Nick Sacchinelli
	Mr. Bruce Kimmel, Council President	
District A:	Ms. Eloisa Melendez	Mr. Steven Serasis
District B:	Ms. Phaedrel Bowman	Mr. Travis Simms
District C:	Mr. John Kydes	
District D:	Ms. Shannon O'Toole-Giandurco	
District E:	Mr. Thomas Livingston	Mr. John Igneri

There was a quorum of thirteen (13) present and two (2) absent (DePalma, Maggio).

II. ACCEPTANCE OF MINUTES

Regular Meeting: **June 28, 2016**

**** MR. SIMMS MOVED TO APPROVE THE MINUTES OF THE JUNE 28, 2016 REGULAR MEETING.**
**** THE MOTION TO APPROVE THE MINUTES OF THE JUNE 28, 2016 REGULAR MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

Mr. David Westmoreland came forward to speak in favor about the re-appointment of Ms. Frances DiMeglio to the Planning Commission. He said that he had worked with Ms. DiMeglio for many years and supported her appointment. She has been professional, instructive and very helpful with all the projects she has been involved in.

The Mayor asked if there was anyone else who wished to address the Council. Hearing none, Mayor Rilling closed the Public Participation portion of the meeting.

IV. MAYOR:

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none to consider at this time.

APPOINTMENTS: There were none to consider at this time.

REAPPOINTMENTS: Ms. Frances DiMeglio to the Planning Commission.

**** MR. KYDES MOVED TO REAPPOINT MS. FRANCES DIMEGLIO TO THE PLANNING COMMISSION.**

Mr. Kydes said that he was pleased with this reappointment and that Ms. DiMeglio had worked hard on the Commission. He thanked her for serving.

Mr. Hempstead compliment the Mayor for this reappointment. He added that Ms. DiMeglio was a great reappointment. Ms. DiMeglio has always been about Norwalk and cares deeply about the City.

Ms. O'Toole-Giandurco agreed with Mr. Hempstead's remarks.

**** THE MOTION TO REAPPOINT MS. FRANCES DIMEGLIO TO THE PLANNING COMMISSION PASSED UNANIMOUSLY.**

The Mayor congratulated Ms. DiMeglio on her reappointment. Ms. King then administered the oath of office to Ms. DiMeglio.

Mayor Rilling thanked everyone who had served or were serving on Boards and Commissions. He said that there had been difficulty in finding people to serve on the various Boards and Commissions.

MAYOR'S REMARKS:

Mayor Rilling said that he was remiss by not mentioning the recent passing of Mr. Peter Thor during the earlier Moment of Silence. Mr. Thor was a long time member of the Democratic Party and had worked for many, many years to insure fair wages for those who were downtrodden. Mayor Rilling asked for a moment of silence in honor of Mr. Thor.

There will be an unveiling of the NEA art project on West Avenue on July 13th at 10 a.m. at the Lockwood Mathews Mansion.

Ms. Laurel Peterson, the Norwalk Poet Lauriat, will be leading a poetry workshop about poetry in response to artwork on July 14th from 1 p.m. to 3 p.m. at Norwalk City Hall.

Mayor Rilling reminded everyone that he would be walking the 3 mile West Norwalk route on July 16th starting at Fox Run School. He invited everyone to join him. In the past, the Mayor and his wife have walked different routes in Norwalk.

Mayor Rilling announced that there were 29 properties that were in the upcoming Tax Sale on Monday, July 18th. When the properties were put up for sale, many owners paid their taxes and as a result, the City has collected $3 million dollars in back taxes. He said that Ms. Biagiarelli had coordinated the sale, while most of the towns have to have an outside agency come in to do these sales.

Norwalk Arts Commission will be having a new show in the Mayor's Gallery titled "To the Lighthouse: Plein Air Artists on Sheffield Island". An opening celebration will take place on Tuesday, July 19 with Mayor Harry Rilling, from 6:00 to 6:30 p.m. Everyone in the community is invited to attend the opening.

On Saturday, July 16, 2016, there will be a new Farmer's Market in South Norwalk at 50 Washington Street. and those with WIC or SNAP vouchers will receive twice the amount of the voucher in product. Veterans and senior citizens will also receive a 50% discount. The Food Access Coalition is one of the sponsors. All the vegetables and fruits produce is Connecticut grown.

A new mobile tour guide app for Norwalk called Otocast will be rolled out. The app will offer five different tours of Norwalk. There will be brochures given to various hotel managers and offered at various tourist locations in order to market Norwalk as a tourist spot.

Mayor Rilling said that Saturday night, July 16th is Norwalk Day at the Blue Fish game in Bridgeport. Fifty five people have already signed up to attend.

Mr. Serasis said that the Recreation and Parks Thursday night concert series will start on July 14th at 7:00 p.m. at Mathews Mansion with a Lead Zeppelin cover band. The last Thursday night Library concert sponsored by Michael F. DiScala and Company will be on Friday night with a Reggae band.

Mayor Rilling announced the concert at Calf Pasture Beach the following night with Tim Currie. Mr. Serasis reminded everyone about Open Mic night at Freese Park from 7 p.m. to 10 p.m.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Kimmel said that the second Council meeting scheduled for July 26th. The next Council Meeting is scheduled for August 9th.

1. Approval of Motion to Reconsider the Charter Questions for the 2016 Ballot.

Mr. Kimmel said that after the last Council meeting it was decided that to review the language of the Charter questions again.

**** MR. LIVINGSTON MOVED TO RECONSIDER THE CHARTER QUESTIONS FOR THE 2016 BALLOT.**

Mr. Corsello thanked Mr. Bonenfant for bringing up the issue of grammar and context. Mr. Bonenfant replied that he later realized he should have waited until later in the process to bring up the issue.

**** THE MOTION TO RECONSIDER THE CHARTER QUESTIONS FOR THE 2016 BALLOT PASSED UNANIMOUSLY.**

Mr. Kimmel reminded everyone that this item pertained strictly to the language of the questions.

2. Approval of Charter Questions for 2016 Ballot:

a) Shall the term of the Mayor and Town Clerk be changed from 2 to 4 years?

b) Shall the offices of City Treasurer, City Sheriff and Selectman be eliminated?

c) Shall the annual salary of each Common Council member be set at two percent (2%) of the base salary of the Mayor?

d) Shall all Charter references to members of the Common Council be gender-neutral?

**** MR. KIMMEL MOVED ALL FOUR QUESTIONS TOGETHER AS A PACKAGE.**

**** MS. MELENDEZ MOVED TO AMEND THE WORDING OF THE OF CHARTER QUESTIONS FOR THE 2016 BALLOT FROM:**

> **B) SHALL THE OFFICES OF CITY TREASURER, CITY SHERIFF AND**
> **SELECTMAN BE ELIMINATED?**

TO:

> **B) SHALL THE OFFICES OF CITY TREASURER, CITY SHERIFF AND SELECTMAN BE ELIMINATED FROM THE CHARTER?**

**** THE MOTION TO AMEND THE WORDING AS OUTLINED PASSED UNANIMOUSLY.**

Mr. Hempstead said for the record that he was not going to make a motion to have each of the four questions voted on separately, knowing it would not pass with a 3 to 10 vote. He said that he wanted to state for the record that this was the reason why he was not supporting this motion.

**** MR. KIMMEL MOVED TO APPROVE THE FOUR CHARTER QUESTIONS AS AMENDED.**
**** THE MOTION TO APPROVE THE FOUR CHARTER QUESTIONS AS AMENDED PASSED WITH NINE (9) IN FAVOR (CORSELLO, KIMMEL, SACCHINELLI, MELENDEZ, SIMMS, KYDES, BOWMAN, IGNERI, AND LIVINGSTON), THREE (3) AGAINST (BONENFANT, HEMPSTEAD AND O'TOOLE-GIANDURCO) AND ONE (1) ABSTENTION (SERASIS).**

B. CONSENT CALENDAR:

VI. <u>REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS</u>

A. <u>CORPORATION COUNSEL</u>

Authorize to Settle Claim: Deane Parent v. City of Norwalk
EXECUTIVE SESSION

B. <u>BOARD OF ESTIMATE AND TAXATION</u>

VII. <u>COMMON COUNCIL COMMITTEES</u>

**** MR. KYDES MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

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

A. **CORPORATION COUNSEL**

AUTHORIZE TO SETTLE CLAIM: DEANE PARENT V. CITY OF NORWALK

A. **PUBLIC WORKS COMMITTEE**

1.) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ALMSTEAD TREE & SHRUB CARE COMPANY LLC FOR THE SUPPLY AND PLANTING OF TREES AND SHRUBS FOR AN AMOUNT NOT TO EXCEED $78,000.00 PER YEAR.
ACCOUNT NO.: 09 17 4021 5777 C0233 – DPW $50,000 PER YEAR.
ACCOUNT NO.: 09 17 6030 5777 C0370 – REC. & PARKS $28,000 PER YEAR.

2.) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE FIRST AMENDMENT TO THE MARCH 18, 2016 AGREEMENT WITH FGB CONSTRUCTION COMPANY FOR PROJECT NO. PM-2016-1 PAVEMENT MANAGEMENT PROGRAM, FOR AN AMOUNT NOT TO EXCEED $2,000,000.00.
ACCOUNT NO.: 09 17 4021 5777 C0021
09 17 4021 5777 C030
09 17 4021 5777 C0318
09 17 4021 5777 C0503
09 17 4021 5777 (SOUTHWIND/MARLIN)

6.) AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO W.B. MASON CO, INC. IN THE AMOUNT OF $79,762.93 FOR THE DEPARTMENT OF PUBLIC WORKS SPACE SYSTEM IN ACCORDANCE WITH THE STATE OF CONNECTICUT CONTRACT PRICING #15PSX0041
ACCOUNT NO. : 09 17 100 5777 C0119

7.) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONSTRUCTION AGREEMENT WITH MOHAWK NORTHEAST, INC. ALLOWING TEMPORARY USE OF PROPERTY SITUATION AT THE NORTHWEST CORNER OF BURNELL BOULEVARD BRIDGE FOR PURPOSES OF CONSTRUCTION STAGING IN CONNECTION WITH THE TUNNEL PROJECT AT WALL STREET, CONNDOT PROJECT NO. 102-333. CONSTRUCTION EASEMENT SHALL BE EXTINGUISHED WHEN THE CONSTRUCTION IS COMPLETED. (SEE MAP INCLUDED.)

8.) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN

AGREEMENT(S) WITH H.W. LOCHNER FOR DESIGN AND COORDINATION SERVICES IN CONNECTION WITH THE WALK BRIDGE PROGRAM (STATE PROJECT NOS. 301-0176, 301-0188, 301-0101, 301-0187, 102-297, 301-0180) FOR A TOTAL SUM NOT TO EXCEED $139,646.70.
ACCOUNT NO. 100% STATE REIMBURSABLE

9.) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH TIGHE AND BOND, INC. FOR A FEE NOT TO EXCEED $15,000, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATIVE TO INVESTIGATING DEFICIENCIES AND OPTIONS FOR THE PORTION OF THE NORWALK LEVEE LOCATED SOUTH OF THE PERRY AVENUE BRIDGE, ADJACENT TO THE NORWALK RIVER.
ACCOUNT NO. 09 14 4027 5777 C0440

B. <u>LAND USE AND BUILDING MANAGEMENT COMMITTEE</u>

1A.) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH SOUTH ASSOCIATES, INC. FOR THE INSTALLATION OF ASSISTED LISTENING DEVICE EQUIPMENT AT THE FOLLOWING MUNICIPAL BUILDINGS: NORWALK CITY HALL, NORWALK POLICE DEPT. AND NORWALK SENIOR CENTER FOR A TOTAL NOT TO EXCEED $144,474.00.
ACCOUNT NO 09161000 577 C0536

1B.) AUTHORIZE THE DEPARTMENT OF HUMAN RELATIONS TO EXECUTE CHANGE ORDER ON CONTRACT FOR A TOTAL NOT TO EXCEED $11,447.00.

2A.) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH MILAN'S EXPERT RENOVATIONS, LLC FOR THE MILL HILL TOWN HOUSE ROOF AND YANKEE GUTTERS REPLACEMENT PROJECT FOR A TOTAL AMOUNT TO NOT EXCEED $65,650.00
ACCOUNT NO. 0915/16/17 6310 5777 C0521

2B.AUTHORIZE THE NORWALK HISTORICAL COMMISSION TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED $12,000.

3. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO TONE KLEAR SONICS/INTEGRATED SYSTEMS SERVICES, LLC FOR THE REPAIR AND UPGRADE OF INTRUSION SYSTEMS AT 10 SCHOOLS FOR A TOTAL NOT TO EXCEED $60,876, PLUS A

CONTINGENCY ALLOWANCE FOR NOT TO EXCEED $6,087 (TOTAL OF $66,963).
ACCOUNT NO. 0915-5010-5777-CO537 SAFETY, SECURITY CAPITAL BUDGET.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH SILVER PETRUCELLI ASSOCIATES FOR ON -CALL ARCHITECTURAL DESIGN SERVICES NECESSARY TO PROVIDE DESIGN SUPPORT FOR THE BOARD OF EDUCATION TO FINALIZE THE SCHOOL FACILITIES IMPROVEMENT PLAN. TOTAL AMOUNT FOR SERVICES SHALL BE FOR A TOTAL NOT TO EXCEED $75,000.
FUNDS ARE AVAILABLE FROM FY2016-2017 SCHOOL IMPROVEMENT CAPITAL BUDGET ACCOUNT.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH STEPPING STONES MUSEUM FOR CHILDREN FOR THE USE OF 4 CLASSROOMS ON THE FIRST FLOOR OF BEN FRANKLIN CENTER FROM JULY 5, 2016 TO AUGUST 5, 2016 TO PROVIDE A SUMMER CAMP PROGRAM.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ODYSSEY EARLY LEARNING AND ENRICHMENT PROGRAMS:

A. **FOR THE USE OF THE FIRST AND SECOND FLOORS OF NATHANIEL ELY CENTER FOR CHILDCARE PROGRAMS FROM JULY 1, 2016 TO AUGUST 31, 2018. UTILITY PAYMENT SHALL BE $2.50/SF/YR BEGINNING ON SEPTEMBER 1, 2016**

B. **TO PROVIDE FUNDING TO ODYSSEY EARLY LEARNING AND ENRICHMENT PROGRAMS THROUGH CHILD DAYCARE CONTRACT GRANT AND THE SCHOOL READINESS GRANT FOR EDUCATIONAL CHILD DAYCARE SERVICES FOR TODDLER & PRESCHOOL-AGED CHILDREN.**

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH GROWING SEEDS CDC:

A. **FOR THE USE OF THE FIRST AND SECOND FLOORS OF NATHANIEL ELY CENTER FOR CHILDCARE PROGRAMS FROM JULY 1, 2016 TO AUGUST 31, 2018. UTILITY PAYMENT SHALL BE $2.50/SF/YR BEGINNING ON SEPTEMBER 1, 2016**

B. **TO PROVIDE FUNDING TO GROWING SEEDS CDC THROUGH CHILD DAYCARE CONTRACT GRANT FOR EDUCATIONAL AND CHILD DAYCARE SERVICES FOR TODDLER & PRESCHOOL-AGED CHILDREN.**

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH COMMUNITY DEVELOPMENT INSTITUTE HEAD START FOR THE USE AND MANAGEMENT OF THE HEAD START PROGRAM AT BEN FRANKLIN CENTER AND NATHANIEL ELY CENTER FROM JULY 1, 2016 TO AUGUST 31, 2017. UTILITY PAYMENT SHALL BE $2.50/SF/YR BEGINNING ON SEPTEMBER 1, 2016.

Mr. Hempstead said that he wanted to thank Mayor Rilling, the Council and the administration for following through on the resolution started by Mayor Moccia which was the CDA and the funding that was being placed in the account.

**** THE MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

3. Acknowledge the receipt of the application for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "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," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of $14,400.00.

**** MR. IGNERI MOVED THE ITEM.**

Mr. Igneri explained that this item was the Council just acknowledging the receipt of the application.

Mr. Bonenfant said that he wanted also to just clarify that there was no transfer of land tonight. He added that the Agenda Items 7-4, and 7-5 also were involved. He said that they had not heard back from the Purchasing Agent or the developer. He added that there were two parcels involved, one of which had a sliver of roadway. The other parcel has transients occupying it. The developer has said that they would not use this extra property to increase their density. He said that if the parcels do not go to bid, the developer should pay premium price.

Mr. Hempstead asked if Bates Court was a paper street. Mr. Chimento, the Department of Public Works Director, came to the podium and confirmed that it was.

Mr. Hempstead said that he remembered the City wanted to use the parcel for something in the past. Mr. Chimento said that he did not know.

Mr. Igneri said that as a point of order, he had only moved Item 3 and the parcels were not involved.

**** THE MOTION TO ACKNOWLEDGE THE RECEIPT OF THE APPLICATION FOR THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF BATES COURT BEGINNING AT THE NORTHWESTERLY BOUNDARY OF THE PROPERTY LOCATED AT 1 BATES COURT (TAX LOT 2-53-5-0) AND HEADING SOUTH TO THE SOUTHERLY TERMINUS AS DEPICTED ON A MAP PREPARED BY WILLIAM W. SEYMOUR & ASSOCIATES, P.C. ENTITLED "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," DATED AUGUST 5, 2015, AT A SCALE OF 1" = 20' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS FOR A FEE OF $14,400.00 PASSED UNANIMOUSLY.**

4. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "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," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of $14,400.00. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for Tuesday, September 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

**** MR. IGNERI MOVED THE ITEM.**

Mr. Igneri explained that the first step of the process was to acknowledge the receipt of the application and now the second step was to schedule a public hearing.

**** THE MOTION TO SCHEDULE A PUBLIC HEARING OF NECESSITY FOR THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF BATES COURT BEGINNING AT THE NORTHWESTERLY BOUNDARY OF THE PROPERTY LOCATED AT 1 BATES COURT (TAX LOT 2-53-5-0) AND HEADING SOUTH TO THE SOUTHERLY TERMINUS AS DEPICTED ON A MAP PREPARED BY WILLIAM W. SEYMOUR & ASSOCIATES, P.C. ENTITLED "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," DATED AUGUST 5, 2015, AT A SCALE OF 1" =**

20' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS FOR A FEE OF $14,400.00. THE PUBLIC HEARING OF NECESSITY SHALL BE CONDUCTED IN ORDER TO HEAR ALL PARTIES INTERESTED IN COMMENTING ON THE NECESSITY OF THE PROPOSED ABANDONMENT AND TO TAKE SUCH ACTION ON SAID APPLICATION FOR ABANDONMENT THAT THE COMMITTEE MAY DEEM ADVISABLE. THE PUBLIC HEARING IS SCHEDULED FOR TUESDAY, SEPTEMBER 6, 2016 AT 7:00 P.M. IN ROOM 231, 2ND FLOOR IN NORWALK CITY HALL, 125 EAST AVENUE, NORWALK, CT PASSED UNANIMOUSLY.

5. Refer the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0) as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "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," dated August 5, 2015 at a scale of 1" = 20' on file in the Department of Public Works to Metropolitan Realty Associates, LLC for a fee of $35,900.00 to the Planning Commission for a CGS 8-24 review.

**** MR. IGNERI MOVED THE ITEM.**

Mr. Igneri said that this motion would refer the item to the Planning Commission for a CGS 8-24 review.

Mr. Simms said that he wanted to make sure that this parcel would not have a building on it. Mr. Chimento said that he could not really comment on what the developer was planning to do. Atty. Liz Suchy, who was representing the developer, came forward and said that her client's intent was to acquire the property so that they would have control of it.

Mr. Bonenfant said that he appreciated the time that the Council was taking with this proposal.

Ms. Bowman asked if the intent was to make it a private property that would not allow people to walk through it. Atty. Suchy said that if they acquire the full parcel, it would become private property. There has been some discussion about the City retaining a small portion for its own uses. Due to the topography, it would be difficult to put any kind of building on it.

**** THE MOTION TO REFER THE SALE OF THE EXCESS CITY-OWNED PROPERTY LOCATED AT 1 BATES COURT (TAX LOT 2-53-5-0) AS DEPICTED ON A MAP PREPARED BY WILLIAM W. SEYMOUR & ASSOCIATES, P.C. ENTITLED "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," DATED AUGUST 5, 2015**

AT A SCALE OF 1" = 20' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS TO METROPOLITAN REALTY ASSOCIATES, LLC FOR A FEE OF $35,900.00 TO THE PLANNING COMMISSION FOR A CGS 8-24 REVIEW.

Mr. Hempstead said that he would like take a moment to say he had been asking for a break down of the Customer service calls for a long time. He said that hats off to Mr. Chimento for actually providing him with the information report he had been requesting.

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from the Council to consider at this time.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date at this time.

X. SUSPENSION OF RULES

There were no suspensions of the rules to consider at this time.

XI. ADJOURNMENT

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

The meeting adjourned at 9:06 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

IV. A

Benjamin F. Luce

108 McFadden Dr.
Wilton, CT 06897

Phone: 917-817-9188
email: bluce@optonline.net

Education

Fairfield University
Masters of Business Administration with a concentration in finance, expected 2017
GPA: 3.92

Yale University
Bachelor of Arts, Economics, 1998

Employment

Specialist in Strategic Sourcing, Sikorsky Aircraft
November 2015-present

- Responsible for the sourcing strategy of the +/- $500 million electronics spend for Sikorsky Aircraft
- Duties include: management of supply chain risk, development and execution of strategic supplier initiatives, negotiation of supplier pricing and terms and conditions

Senior Analyst, Sikorsky Aircraft
April 2013-November 2015

- Responsible for all procurement activities in the casting and housing commodity including: identification of a capable supply base, issuance of detailed quotes, detailed evaluation of complex supplier proposals, and negotiation of all subcontract documents
- Responsible for leading supplier activities and for being the primary interface between Sikorsky and the supplier. Works closely with multi-functional department members in a collaborative environment

Assistant Varsity Football Coach, Wilton High School
2012

Derivatives Trader, New York Mercantile Exchange
June 2000 – December 2011

- Made markets in natural gas, crude oil, and cotton options. Options included both financially and physically settled contracts traded on the floor of the NYMEX, NYBOT, and in electronic markets
- Successfully managed the risk of a +/- 5 million dollar derivatives position containing both futures and options contracts
- Strategically developed tactics and strategies to actively limit risk for myself as well as other traders in my group
- Collaborated and traded with many different over-the-counter (OTC) firms on a daily basis
- Worked with a team to set the values of options, both intraday and at day's end; including adjusting volatility, skew, and pump to accurately portray the ever-changing theoretical value of options

Clerk, The Lloyd Group
June 1999 – June 2000

Clerk, The Helios Group
November 1998 – June 1999

Computer Skills

- Efficient in Whentech Trader, SAP, and the Microsoft suite of Office products

D

Michael L. Witherspoon

E-mail address:
spoontitle@aol.com

Home address:
5B Observatory Place
Norwalk, CT 06854
(203) 853-2915

EDUCATION

North Carolina Central University School of Law, Durham, NC
Juris Doctorate, May 2002

University of South Carolina, Columbia, SC
Bachelor of Science in Business Administration, cum laude, May 1998
Majors: Marketing & Management

ACADEMIC HONORS

National Society of Collegiate Scholars, Golden Key National Honor Society

LEADERSHIP ROLES

2001-02 ABA/LSD-Fourth Circuit Lt. Gov. of Membership of NC, SC, VA & WV
2011-12 Connecticut Bar Association
2007-Present Observatory Place Condominium Association Attorney
2016-17 Democratic Town Committee District B Member

EXPERIENCE

ATTORNEY
Law Office of Michael L. Witherspoon, LLC, Norwalk, CT 08/07-Present.
Performed title examinating, closings, correspondence, case research, internet research, handled probate, housing and real estate cases, prepared leases, attended courtroom hearings, worked on the City of Norwalk Tax Sale Project and other jobs.

ATTORNEY
Ma'ayergi & Associates, LLC, Stamford, CT 04/06-07/07.
Performed title searching, closings, correspondence, case research, internet research, handled civil, housing, immigration and real estate cases, attended courtroom hearings and other jobs.

ATTORNEY
Law Office of Michael L. Witherspoon, LLC, Stamford, CT 1/05-3/06.
Performed title searching, closings, correspondence, document recording, internet research, case research, handled housing, civil and traffic cases, client interviewing, attended courtroom hearings and other jobs.

ATTORNEY
Law Offices of Gregory G. Andriunas, Stamford, CT 8/02-12/04.
Performed title searching, closings, will preparation, correspondence, recording, internet research, case research, handled housing, civil and traffic cases, client interviewing, attended courtroom hearings, conferences and other jobs.

LAW CLERK
Loflin & Loflin Law Firm, Durham, NC 5/00-4/02.
Performed various support and legal work including correspondence, telephone coverage, case research, filing, memo writing, client interviewing and other jobs.

PERSONAL INTERESTS

Traveling, attending sporting events, tennis and reading.

Michael L. Witherspoon

E-mail address:
spoontitle@aol.com

Home address:
5B Observatory Place
Norwalk, CT 06854
(203) 853-2915

References

Attorney John C. Land, III, P. O. Drawer 138, Manning, SC 29102; (803) 435-8894

Attorney Ann F. Loflin, 123 Orange Street, P. O. Box 1315, Durham, NC 27702;
(919) 682-0383

Attorney Antoinette Richardson-Kaine, P. O. Box 29, Stratford, CT 06615;
(203) 813-8875

u

Louis Schulman

23 James Street, Norwalk, Connecticut 06850
Phone: 203-846-2854 – Cell: 203-851-2330 - E-Mail: louisschulman@hotmail.com

Objective

To secure a volunteer position with the City of Norwalk where I can apply my intelligence and the skills I have acquired over a forty-five year career in public and non-profit service.

Skills

- Strong management skills including supervising and working with people, operations, and finances.
- Understanding the relationships between and among City departments and an ability to work well with a diverse group of people.
- Consensus building.
- Extensive experience and ability to work with local, state, and federal governments at all levels.
- Strong planning skills

Experience

Norwalk Transit District, Norwalk, Connecticut **5/76 – 1/15**

Administrator (Chief Executive Officer)

- Responsible for overseeing and directing a staff of 150 managing a 100–vehicle public transit network operating throughout southwestern Connecticut; also serving areas as far north as Danbury and as far east as Milford.
- Growing the service over thirty-eight years from 19 vehicles to 100.
- Securing annual operating funds from Norwalk, Westport, Stamford, and Wilton, as well as the State Department of Transportation.
- Securing on-going capital funds from the federal and state governments to maintain a state of good repair as well as funding for service expansions and the introduction of new technology.
- Securing $20,000,000 in federal and state funds to construct two bus storage, maintenance, and administrative facilities. When the District outgrew the older facility, negotiating with the federal government to secure the facility for the City of Norwalk's use at no cost to the City.
- Securing over $16,000,000 in federal and state funds for City of Norwalk projects carried out by City agencies, including construction of the South Norwalk rail station and garage.
- Securing federal and state funds to restore four of Norwalk's WPA murals. Commissioning eight original works of art and funding arts projects at the South Norwalk rail station and under the Washington Street rail bridge.

Operation SPEAR, Norwalk, Connecticut **2/70 – 12/75**

Executive Director **12/72 – 12/75**

Oversaw the operation of an inpatient and outpatient drug abuse treatment program, and a drug use prevention program.

Administrative Assistant **2/70 – 11/72**

Secured federal and state operating funds and oversaw all administrative functions.

Norwalk Economic Opportunity Now **11/70 – 1/70**

Administrative Assistant

Prepared grant applications.

VISTA (Volunteers in Service to America) **9/68 – 6/70**

VISTA Volunteer at the Community Action Agency, Danbury, Connecticut

Community development work in a poverty area of the City of Danbury. Operated a community youth center and helped to develop the first federally funded day care center in Danbury.

Other Community and Board Service

- National Academy of Sciences (Transportation Research Board), currently part of a team overseeing a national study of remote learning for front line transit employees.
- Treasurer of the Human Services Council of southwest Connecticut. Chaired the Community Indicators study three times.
- Mayor's representative to and Treasurer of the South Western Regional Mental Health Board.
- Board member, Norwalk Senior Center.
- Participated in or oversaw more than 25 local, regional, and statewide transportation and community development studies.
- Presented at more than 20 national, regional, and statewide transportation and urban development conferences.
- Former member of the Metropolitan Planning Organization.
- Former Chair, Connecticut Association for Community Transportation.
- Former member, and legislative committee chair, Transit for Connecticut.

Education

B.A. Queens College of the City University of New York

R

James Cahn

12 Union Avenue / Norwalk
(203) 572-5516 / districtajames@gmail.com / @districtajames

Who I Am

I am a Norwalk husband, dad, home owner, business person and tax payer, who is running for common council to serve as a voice for District A and Norwalk residents who are ready to commit to being stakeholders in Norwalk.

What I've Done

Asset Manager / Financial Planner
Barnum Financial Group
Stamford, CT 2003-Present

- I personally manage close to $15,000,000 of private assets for families, closely held corporations and not-for-profits
- The vast majority of my clients' accounts are managed under an agreement whereby when they make or lose money, I also make or lose money. I believe in having "skin in the game."
- I team with my clients to optimize investment return, streamline cash flow efficiency, test and offset risk and manage tax liability.
- My clients and I work together to identify issues, analyze and quantify that issue, implement a solution and then monitor progress on an ongoing basis. Communication and accountabilty is key.

Partner
Decatur Orleans,
Norwalk, CT 2011-Present

- My wife and I started a bootstrapped spice, pickle and condiment company from our kitchen
- Although this is a "mostly for fun" endeavor, we were profitable in our first year and handled all marketing and recipe development personally

Resource Manager
RWKS
New York, NY 1999-2003

- I managed cash and resources across various contracts with the Metropolitan Transit Authority and focused primarily on the $20,000,000 restoration of the 72nd Street IRT station
- I worked closely with the Capital Oversight Committee and city of New York to meet liquidity requirements and timeline targets
- I left this position to use the "macro lessons" learned to impact smaller entities and individual investors

Philanthropic Involvement

- Former President and Member
  Norwalk Jaycees, Norwalk, CT
- Board Member and Advisor
  The Live Foundation, Stamford, CT
- MC and Charity Auctioneer
  Annual Art Rocks! Benefit, Greenwich, CT
- In Classroom Instructor and Volunteer
  Junior Achievement, Stamford, CT
- Volunreer Cook and Server
  Open Door Shelter, Norwalk, CT

Personal Points

- My wife, Colleen, and I have been married for 10 years.
- My daughter, Charlotte is 5 years old and will be attending All Saints Catholic School in September
- Our family has lived in Norwalk for 13 years
- I am a lifelong guitar player and music lover. I've been a member of and continue to play with various bands
- I am the resident family cook, recipe developer and church coffee hour cake maker. Food and cooking are passions of mine
- I am an amateur magician. Yes, really! I'm in the Int'l Brotherhood of Magicians. I don't do kids parties but am likely to show you a card trick socially!

What I've Studied

Political Science
Northeastern University, 1992-1996
Boston, MA

Customer Analytics
Wharton, Upenn, 2010
Pennsylvania, PA

Haute Cuisine to Soft Matter Science
Harvardx, Harvard University, 2013
Cambridge, MA

Financial Engineering and Risk Mgmt
Columbia University MOOC, 2014
New York, NY

What I Can Contribute

- I believe deeply in relationship based problem solving which provides for measurable accountability and results.
- I believe that the correct role of a councilperson is to provide a voice to ALL of their constituents rather than to pursue a personal agenda on rheir behalf.
- I believe that although we are all influenced in our views by our unique experiences that we can be unified in agreeing thar Norwalk should be a "nice place to live."

How You May Contact Me

- I am available to anyone at any reasonable time via teleconference or email
- Barring unforeseen circumstance, I always commit to returning phone calls and emails before the end of the day.

D

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

EDUCATION:

New York University — LL.M. 1985
New York, New York

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

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

ADMITTED TO PRACTICE:

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

PROFESSIONAL EXPERIENCE:

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

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

WILCOX, WELLS & STEINBERGER — 1992–1997
Westport, CT

Position: Partner

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

FIRST NATIONWIDE BANK — 1988–1992
New York, NY

Position: Vice President and Senior Counsel

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

AMERICAN STANDARD INC. 1984–1988
New York, NY

Position: Real Estate Counsel

Responsible for all real estate and environmental law aspects of major corporate divestitures. Drafted and negotiated multi-million dollar leases as both lessor and lessee and purchase and sale agreements as both buyer and seller. Worked closely with management in the development of real estate projects including the development of raw land into an industrial park, the development of a warehouse office complex and the construction and conversion of an office condominium. Worked with the Environmental Technology Department on the environmental aspects of the purchase, sale and lease of property; compliance with ECRA; due diligence inspection of properties, and evaluation of the impact of CERCLA on the corporation. Worked on individual remediation problems, including negotiation with state agencies and community relations programs.

PANASONIC INDUSTRIAL COMPANY 1982–1984
Secaucus, NJ

Position: Attorney

Drafted and negotiated a variety of contracts including one for the sale of a giant scoreboard for use in a professional football stadium; drafted OEM contracts, dealer contracts, distributor contracts and contracts for the sale of various industrial products.

CHAMPION INTERNATIONAL CORPORATION 1978–1982
Stamford, CT

Position: Assistant Counsel

Primary Counsel for the Corporation's real estate facilities group with wide experience in the leasing and purchase and sale of real estate. Negotiated and drafted financing agreements for a railroad to serve a mill in Ontonogen, Michigan and helped assemble plots for a mill in west Texas. Worked with plant management in the purchase of plant equipment including an extruder for use in flexible packaging, and a paper machine for a brown paper mill.

TONKA CORPORATION 1975–1978
Minneapolis, MN

Position: Associate Counsel

Worked closely with the general counsel on all aspects of corporate law; primary responsibility for the administration of the corporation's patent trademark program.

TEACHING EXPERIENCE

UNIVERSITY OF BRIDGEPORT 1992–2000
Bridgeport, CT

Position: Adjunct Professor

Teaching courses in Legal Research, Legal Writing, Real Estate, Business Organizations, and Title Searching

Cindy M. Cossuto (R)

Cloud Nine Designer Consignments
200 North Taylor Avenue
Norwalk, Connecticut 06854
203.722.9338
www.cloudnineconsign.com
cindy@cloudnineconsign.com

2009-Present: Cash In Your Couture/Cloud Nine Designer Consignments
Owner of small independent eBay business
Duties include:

- Customer Service
- Meeting with potential clients
- Picking up/dropping off merchandise
- Readying and mailing packages
- Using Excel to keep track of sales, inventory, losses, etc.

2012-Present: DWR Consignment Boutique
Manager/Inventory
Duties include:

- customer service
- cash wrap
- inventory control
- sales

2008-2010: Man In Motion, Norwalk, CT 203-515-2288
Driver for the Bargain News & various free publications

01/07-06/07: Freedom Debt Management, Boca Raton, FL
Certified Credit Counselor
Duties:

- Customer Service
- Sales
- Data entry

01/06-01/07: Express Consolidation, Delray Beach, FL
Certified Credit Counselor
Duties:

- Customer Service
- Sales
- Data entry

1999-2005: House, Pet, Plant Sitting Company, New Canaan, CT
Professional Dog Walker/Pet Sitter

2000-2001: Animal Eye Clinic, Norwalk, CT
Veterinary Technician
Duties:

- Customer Service
- Scheduling
- Follow ups
- Medication
- Veterinary procedures
- Data entry

Volunteer Activities:

2009-Present: German Shorthaired Pointer Rescue New England
Stamford Animal Care & Control (OPIN)

2008-2010: Darien Thrift Shop

Computer Experience: Microsoft Works (especially good with Excel),
eBay & TurboLister
Internet
Chief Architect & some AutoCad

D

NORA K. KING 17 Covewood Drive, Norwalk, CT 06853
203-866-6777 * nora@norakingandco.com

CAREER HIGHLIGHTS

Nora King and Co., LLC — **2003 – Present**

- Nora K King has over 15 years of appraising both residential and commercial properties in the State of CT. Ms. King has a MBA in strategic planning and besides working as an appraiser has worked for such companies as IBM and Gartner. For the past eight years she owns and operates a diverse residential and commercial appraisal business that covers most of the State of CT. Appraisal assignments performed include narrative and form appraisals for residential, commercial, office and industrial properties. Consulting activities include marketability, feasibility, highest and best use studies, and tax appeals. She is presently working towards her Certified General license as well as a designation with the Appraisal Institute
- Thriving Real Estate Appraisal business. Clients include, Chase, Citibank, Bank of America, Wells Fargo, TD Bank, Raveis Mortgage, Liberty Bank, Darien Rowayton Bank, Newtown Savings Bank, First County, leading law offices, and various brokerage firms

Adjunct Faculty
Kaplan University — **2003 – Present**

- Teach online courses in management, electronic commerce and marketing for the School of Business
- Course development in marketing and sales force management

State Central – Democratic National Committee — **2011 – Present**

- Responsible for representing the Norwalk Democratic Party at the state level

Rowayton Civic Association — **Present**

- Co-chair River Ramble and other civic events

PTA — **Present**

- Executive Board - Responsible for representing Rowayton Elementary for the PTOC and to assist with fundraising

City of Norwalk, Common Council — **2009 – 2011**

- Responsible for city budget, city committees for overall city strategy, and planning and development of city redevelopment

IBM, Senior Strategist, Server Group — **2001-2003**

- Work with Senior Management, Business Development, Finance Team, Channel Partners and Technical resources to develop the strategic plan for Server Group.
- Work with various teams across IBM to develop the marketplace assessment and opportunity for the Grid Computing Emerging Business Opportunity
- Responsible for working across Server Group to develop and manage the Market Planning Process
- Designed the go-to-market strategy for the Intel Architecture in the telecom and e-business segments.

Xcelerate, Vice President of Interactive Services, National Practice Leader — **1999 - 2001**
A privately owned professional services firm headquarted out of Fort Lauderdale Florida.

- Formulated growth strategy of Interactive Services Practice Group. Focused on acquiring new customers with offerings, new markets to be served, and development of distribution channels. Developed eCRM and Consumer Marketplace Practice.
- Developed the corporate identity and brand awareness with marketing, advertising and public relations.
- Secured 2nd round of Venture Capital of $40 million through roadshows, speaking engagements and forums.
- Executive champion who ensured the delivery, P&L responsibilities of client engagements (ranging from $1 to 3 Million), business development and management of resources for Atlanta, Florida, and Dallas locations. Clients ranged from Fortune 500 to established dot.coms in pharmaceuticals, entertainment, consumer goods, travel, telecommunications and digital marketplaces.

NORA K. KING 17 Covewood Drive, Norwalk, CT 06853
203-866-6777 * nora@norakingandco.com

- Directly responsible for initiating and supervising the marketing and production with a budget of $700,000.
- Established a new identity and editorial approach that resulted in a circulation growth from 90K to more than 150K in four years.
- Marketed the magazine to potential advertisers by designing and implementing promotional direct mail pieces, media kits, trade shows and community events. Increased advertising revenue by 35%. Negotiated vendor contracts.
- Coordinated all magazine production, including editorial, advertising, trafficking, and scheduling and press approvals. Created new products and programs to support the growth objectives of the hospital. Increased donations to an annual campaign by 15% per year, three times greater than the earlier average.
- Supervised graphic designers, photographers, staff and collaborated with advertising agencies. Directed writers and established editorial calendars. Upgraded quality of Better Health magazine by utilizing desklop publishing skills; reduced costs by 40%.

EDUCATION

- MBA in strategic planning, University of New Haven. West Haven, CT, International Electronic Commerce – Fordham University
- BA—Liberal Studies, Southern Connecticut State University, New Haven, CT - Business Management /Journalism

- ## AWARDS
- The Communicator and a Gartner Team Award for an interactive sales CD Granted a Lamplighter award for excellence from the New England Society for Healthcare Communications for a promotional campaign for a $40 million cancer care center

Summary of Business Expertise and Skill

- **Strategy** – Worked with executives and management teams across companies to build, and enable strategic plans to meet business objectives. Developed integrated strategy to maximize sales while minimizing conflicts with traditional channels. Work with all business groups on global and corporate-wide Internet strategies.
- **Marketing Strategy and Communications** – Built the Brand strategies and sub-brands for companies within various industries. Developed and implemented national and global marketing programs. Successful in designing and implementing advertising, public relations, promotional campaigns and Internet marketing strategies with the ability to assess market research data and develop strategic marketing plans.
- **Business Development** – Build on-line and off-line sales through branded products, Internet sites (direct to consumer and business-to-business) and third party resellers. Structure strategic partnerships to maximize reach across targeted markets and product lines. Develop Internet promotions with retail-tie-ins to drive traffic to retail stores. Responsible for evaluating program effectiveness.
- **Customer Relationship Marketing** – Utilize Internet as vehicle to gather customer profile, target the customer, personalize the service and drive the customer experience. Develop database-driven marketing programs to retain customers through direct marketing efforts and customized offers.
- **Product and Sales Training** – Developed and deployed product and sales training instrumental to a global network of sales and support personnel. Created an integrated training approach using instructor-led and self-learning programs.
- **Effective leader/communicator** – A proven record of developing, implementing and managing business units that support achievement of business objectives. Managed from five to 52 people. Led multiple teams of marketing professionals, designers, writers, software developers, strategists and architects to work on various business initiatives. Full P&L responsibility in the development of products and delivery of professional service offerings.
- **Global and Industry** – Experienced in pharmaceuticals, travel, telecommunications, publishing, wireless, entertainment and consumer marketplaces. On a global level have launched web-based services with localization, distribution and marketing.

NORA K. KING 17 Covewood Drive, Norwalk, CT 06853
203-866-6777 * nora@norakingandco.com

- Quickly developed team of 52 top-notch professionals created 9 roles. ranging from Creative Director, Marketing Strategist to Human Factors Engineers. Developed a creative and marketing methodology for national practice.
- Member of executive management teams with revenue and P & L responsibilities of $20 million.
- Built the strategy and implemented a Usability Testing Environment for web sites and our wireless practice with Georgia Tech University.
- Worked with analysts, Fortune 500 and dot.com clients on building e-business models and wireless strategies.
- Served as a company spokesperson, and spoke at forums for clients as a thought leader on e-business and interactive services.

Gartner Group, Stamford, CT, Senior Product Director 1996 – 1999
A leading authority on information technology in the areas of IT research, decision support, analysis, measurement, consulting and training.

- Directed the development of integrated marketing strategies and programs that conveyed a leadership position fostering new business and increased client loyalty. Responsible for company's advertising, collateral, direct marketing, public relations, company/product positioning, tradeshows, database management, client research, sales presentations, product packaging and pricing for Decision Drivers, an analytical decision support tool
- Successfully developed the strategy and managed the launch of knowledge management software to a worldwide sales force. Trained sales representatives on qualifying processes, product features, and compensation plans.
- Responsible for acquiring new companies that fit our knowledge management product portfolio mix: from market research, due diligence, to integrating within our corporate structure.
- Created comprehensive marketing programs to introduce company's training management and competency management system Product exceeded revenue targets by 32%
- Developed and continuously updated comprehensive competitive analysis handbook used by worldwide sales force to defeat competitors and save over $5mm in business.
- Responsible for channel relationships for various reseller agreements.

Impact Planning Group, Old Greenwich, CT, Director, Marketing Services 1995 - 1996
A Columbia University affiliated consulting group focused in the areas of strategic market planning, organizational development, and leadership training Fortune 500 clients involved in a wide range of industries including telecommunications, utilities, professional services, consumer products and broadcast communications

- Built and implemented a new business marketing effort and full corporate identity for strategic marketing consulting group targeting Fortune 500 and other comparable clients. Developed brand recognition programs for our clients
- Created annual budget, marketing and media plans, which resulted in a 30% increase in business development.
- Worked with clients to developing marketing plans and market segmentation goals.
- Worked with the product development to create new programs for clients and for different vertical markets.
- Launched direct marketing programs that generated a minimum 10% response rate in business development
- Initiated public relations strategy including placement of feature articles in trade journals, coordination of speaking engagements, distribution of marketing materials and news releases.
- Completely responsible for managing the publishing of a leadership management book. This included sourcing and coordinating designers, writers, editors and publisher. Involved in all phases from initial market research to negotiating of contracts.

Better Health magazine, New Haven, CT, Editor/Publisher 1989 -1995
Connecticut's leading health magazine, which promoted the hospital of Saint Raphael and affiliated healthcare providers to over 350,000 consumers.

R

George Tsiranides

Cell: 203-247-2984
Home: 203-847-9808
Email: george5@optonline.net
Address: 3 Driftwood lane
Norwalk, CT 06851

Professional Profile

A proven goal-oriented business owner with over 20 years of small business ownership and corporate experience. Significant know-how overseeing the process of opening new facilities, specifically in the areas of zoning, building regulations, project planning and management.

Expertise in:

- Business development
- Construction and renovation management
- Zoning and business regulations
- Personnel management
- Project management
- Systems and operations
- Client service
- Account management
- Purchasing

Professional Accomplishments

- Owned and operated T&G Moving Solutions, a successful trucking company servicing a large roster of Norwalk, CT clients. Grew company fleet from 1 truck to 9 and employed 20+ employees.
- Founded SoNo Academy, in Norwalk, CT in 2007. As Fairfield County's premier cosmetology school, SoNo Academy has graduated over 200 salon professionals. Completely renovated 2-floor facility, managing the renovation project, budget and timeline, as well all permitting and zoning with the City of Norwalk.
- Founded Salon Etre, a high-end full service salon. Opened in November 2015 Salon Etre employs over 10 salon professionals. Completely renovated Washington St. facility, managing the renovation project, budget and timeline, as well all permitting and zoning with the City of Norwalk.
- Created materials sourcing and purchasing systems for Enzo Angiolini for Nine West Shoes.

Experience

Salon Etre, Founder/Co-Owner, Norwalk, CT (2015-present)
SoNo Academy, Founder/Co-Owner, Norwalk, CT (2007-present)
T&G Moving Solutions, Founder/Owner, Norwalk, CT (2000-2016)
Nine West, Enzo Angiolini, Director of Sourcing, Stamford, CT (1996-2001)

R

Glenn A. Iannaccone
4 Mathew Court
Norwalk, CT.
203-856-0071

Career Summary:	Norwalk Fire Department
April 1982 to August 1984:	Fire Dispatcher
August 1984 to August 1993	Fire Fighter
August 1993 to July 2000	Fire Inspector
March 1998 to October 2003	Deputy Director – Office of Emergency Management
July 2000 to June 2013	Fire Marshal
July 2013 to Present	Deputy Fire Marshal Rowayton Fire Dept. (Volunteer)
January 2015 to Present	Emergency Coordinator-Norwalk Health Dept. Part Time

Education:

Associate of Science:	Norwalk Community Technical College
Major:	Fire Technology and Administration
Graduated:	May 1994
Bachelor of Science:	University of New Haven
Major:	Fire Science Administration
Graduated:	January 1999
Masters Degree:	University of New Haven
Major:	Public Administration
Graduated:	August 2000
State of Connecticut:	Fire Marshal State Certification
Graduated:	May 1994
	Public Fire and Life Safety Educator 1
Graduated:	November 1997
	Board Certified Fire Inspector 1 (State and National)
	March 1999
Certifications:	Certified Fire Protection Specialist, NFPA
	September 2004 to Present
	OSHA 30 Hazard Recognition for the Construction Industry 2013
In Service Training:	Various Seminars – Certification Maintenance Requirement
	List of training programs available on request.

Accomplishments:

Developed and implemented Arson Awareness Program in middle schools.
Implemented electronic filing of Connecticut Fire Incident Reports.
Developed Fire and Life Safety Information Center at City Hall.
Coordinator and system administrator of Norwalk Fire Department Computerization Program.
Developed and presented program for College Dormitory Fire Safety for parents and high school students.
Instrumental in acquiring Fire Safety Trailer for the City of Norwalk.
Extended fire hydrant protection and private fire main onto Canfield Island.
Acquired electronic fire extinguisher training devise for in office training.

Personal:

Member of Norwalk Common Council 2013 to Present
Norwalk Community College Fire Advisory Council.
Current member of The Connecticut Fire Marshal's Association.
Current member of The International Association of Arson Investagators.
Past member of The National Fire Protection Association. (Education Section, Fire Science and Technology Educators Section and Fire Service Section)
Current member of The Fire Marshal's Association of North America.
Past member of the Fairfield and New Haven County Fire Marshal's Association.
Member of the National Fire Academy Alumni Association.
Member of The Norwalk High School Alumni Association.
Member of St. Thomas the Apostle Parish Council

Volunteer Activities:

President: Marching Bears, Inc. (high school band parent organization) 2001, 2002.
Parent Volunteer, Parent Chaperone, and Oyster Festival Grounds Maintenance Committee Chairman for the Norwalk High School Marching Band. 1994 – 1997, 1999 – 2000.
Board of Director, Keystone House – 2002 to 2003
President – Norwalk Historical Society – 1998 to 2001.
Board of Directors and Treasurer, Norwalk Historical Society – 1995 to 1998.
Norwalk Historical Commission – 1998 to 2004
Naramake Elementary School Beautification Committee – 1994.
St Thomas the Apostle Church Youth Group Chaperone – 1997 to 1998.
Junior Achievement Volunteer, Norwalk school system – 1997 to Present.
Norwalk Small Fry Baseball Coach – 1983 to 1988.
Board of Directors, Norwalk Rotary Club – 2003 to Present
President, Norwalk Rotary Club – 2004 to 2006 & 2009 to 2010 & 2015 to 2016
Board of Trustees, Son's of Italy Building Association – 2004
President, Norwalk High School Alumni Association – 2006 – 2010
Chairman, Norwalk High School Alumni Association Scholarship Committee – 2011 to Present.
Member Norwalk Board of Education, 2007 – 2011.
Chairman of Norwalk Board of Education – 2009 to 2010
Vice Chairman of Norwalk Board of Education – 2010 to 2011.
Member of the Norwalk Common Council – 2013-2015

Personal Interests: Golf, Hiking, Camping, Antique Car Enthusiast, US and Political History.

VI. B

SECTION A

RESOLVED **SPECIAL APPROPRIATIONS – JULY 5, 2016**
BOARD OF ESTIMATE AND TAXATION

ADVERTISED ITEM:

FISCAL YEAR 2015-16:

Approved

1. RESOLVED, that a sum not to exceed $8,557 be and the same is hereby transferred to the Police Department Special Services Division overtime and State Reimbursements due to Increased Estimated Revenues. (Account #01-3035-5120).

NORWALK
The Sound of Connecticut

CITY OF NORWALK, DEPARTMENT OF FINANCE
Robert Barron, CPFO
Director of Finance
rbarron@norwalkct.org

P: 203-854-7870 / F: 203-854-7848
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: July 5, 2016

TO: Members of the Board of Estimate and Taxation

FROM: Robert Barron, Director of Finance

RE: Special Appropriation

FISCAL YEAR 2015-16:

Item 1:

$8,557 to the Police Department Special Services Division overtime and State Reimbursements due to Increased Estimate Revenues

This appropriation is to cover the cost of Police Special Services overtime. For the months of January and February 2016, the Department received $8,557 in State reimbursements for police overtime worked on State cases. Normally the money is received in smaller amounts about once a month so the entries are made internally. However, recently these two reimbursements were received at the same time so the entry needs to be approved by the Board of Estimate and Taxation. To date, $42,539 has been received to cover overtime from both State and Federal sources.

Finance recommends approval.

Castracane, Donna

Subject: Police Reimbursements

From: Iannacone, Sal
Sent: Friday, June 17, 2016 9:48 AM
To: Castracane, Donna
Cc: Kulhawik, Thomas; Zecca, Susan; Gonzalez, Ashley; Vinett, Paul; Walsh, James; Docimo, Michael
Subject: Police Reimbursements

Donna,

We have received the following police reimbursements from the Town of Scarborough, Maine. Please increase the budget in accounts 013010-4181 and 013035-5120 by the amounts below to reflect this increase in estimated revenue.

4/28/16	Overtime Reimbursement for Jan 2016	$2,239.34
6/1/16	Overtime Reimbursement for Feb 2016	$6,317.23

Thank you,

Sal Iannacone
Principal Accountant

NORWALK
The Sound of Connecticut

City of Norwalk
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7720 / Fax: (203) 854-7710
Email: siannacone@norwalkct.org
Norwalkct.org

RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
COUNCIL AGENDA ITEMS

VII. A

1. A) Authorize the Mayor, Harry W. Rilling to enter into an agreement with Gordon Fine Arts for the use of 50 Washington Plaza, Washington Street, North/South Main and surrounding Streets, along with Veterans Park (Parking) for an Arts Festival to be held Saturday, August 5, 2017, 10:00 AM – 9:00 PM and Sunday, August 6, 2017, 10:00 AM – 6:00 PM. Set up to take place 5:30 AM Saturday, August 5, 2017 with tear down no later than 8:00 PM Sunday, August 6, 2017. Estimated attendance 7,500.

   B) Authorize Gordon Fine Arts the use of the Show Mobile for the Arts Festival to take place Saturday, August 5, 2017 and Sunday, August 6, 2017 on Washington Street.

2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Gordon Fine Arts for the use of Mathews Park for the Norwalk Art Festival to be held Saturday, June 24, 2017 and Sunday, June 25, 2017 from 10:00 AM – 5:00 PM each day. Set up to take place Friday, June 23, 2017 at 6:00 AM with tear down no later than 12:00 Noon on Monday, June 26, 2016. Estimated attendance 750.

3. Authorize the Mayor, Harry W. Rilling to enter into an agreement with New England Auto Museum to use Mathews Park for a Father's Day Car Show to be held Sunday, June 18, 2017 from 9:00 AM – 4:00 PM. Set up to take place Sunday, June 18, 2017 at 8:00 AM with tear down no later than 12:00 Noon on Monday, June 19, 2017. Estimated attendance 1,000.

4. Authorize the Mayor Harry W. Rilling to enter into an agreement with Wolfpit School PTO to us the grounds of Wolfpit School for a Pumpkin Festival to be held Saturday, October 8, 2016 from 8:00 AM – 5:00 PM with a rain date of Sunday, October 9, 2016. Estimated attendance 1,000.

5. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Human Services Council for the use of Taylor Farm for a Kidzfest Touch a Truck & More to be held Saturday, October 8, 2016 from 10:00 AM – 3:00 PM. Set up to take place Friday, October 7, 2016 at 12:00 Noon with tear down no later than 12:00 Noon on Sunday, October 9, 2016. Estimated attendance 500+.

6. A) Authorize the Mayor, Harry W. Rilling to enter into an agreement with Riccio Landscaping LLC Project #3692 Flax Hill Park Utility Improvements for a sum not to exceed $42,850.00. Account #0915-6030-5777-C0178.

   B) Authorize the Director of Recreation and Parks to issue change orders to Project #3692 Flax Hill Park Utility Improvements for a sum not to exceed $4,280.00. Account #0915-6030-5777-C0178, 016031-5585.

7. Authorize the Purchasing Agent to issue a purchase order to M.E. O'Brien & Sons, Inc. (Sole Source) for a new Calf Pasture Beach Playground Equipment for a sum not to exceed $69,639.00. Account #0917-6030-5777-C0364.

8. Authorize the Purchasing Director to issue a purchase order to Concrete Creations, LLC Project #3694 installation of Playground Equipment – Calf Pasture Beach for a sum not to exceed $22,000. Account #0917-6030-5777-C0364.

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: GORDON FINE ARTS

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: ______ TITLE: ______

YOUR NAME: SUSAN BROWN GORDON TITLE: owner - Festival Director

ADDRESS: 26 YEW ST E-MAIL ADDRESS: sue bg.art@gmail.com

CITY: NORWALK STATE: CT ZIP CODE: 06850

HOME PHONE: 518 852-6478 BUSINESS PHONE: 518 852-6478 CELL PHONE: 518 852-6478

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: 50 Washington St & surrounding N/S MAIN Streets NUMBER OF PARTICIPANTS: 7500

EVENT: ART FEST (old SoNo not sure name) DATE REQUESTED: August 5-6, 2017

SET UP TIME: 5:30am STARTING TIME: 10am ENDTIME: 6pm-9pm RAIN DATE: NA

Sunday 10am-5:00pm

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES______ NO X

ARE YOU SERVING FOOD: YES______ NO X

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES______ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES______ NO X

If yes, name of person(S)______ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [signature] DATE: July 5, 2016

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES______ NO______ N/A ______ DATE:______

COMMON COUNCIL APPROVAL: YES______ NO______ N/A ______ DATE:______

DIRECTOR'S SIGNATURE: ______ DATE:______

(Signature required)

Date to Committee: 7/13/16
Entered into Calendar:______
Deposit Received:______
Insurance Received:______
Entered into RecTrac:______

RECREATION AND PARKS SHOWMOBILE RENTAL APPLICATION FORM

APPLICATION

NAME OF ORGANIZATION: GORDON FINE ARTS

REPRESENTATIVE NAME: SUE BROWN GORDON

ADDRESS: 26 Yew Street

CITY: Norwalk, CT 06850

BUSINESS PHONE: 518 852-6478 REPRESENTATIVE PHONE: same

RENTAL DATES: August 5+6 2017 TIME: August 5 7:30 AM - Aug 6 7:00 p.m.

LOCATION OF RENTAL: Washington

PURPOSE OF RENTAL: MUSIC

INSURANCE COVERAGE:

FEE: DEPOSIT: BOND:

APPLICANT SIGNATURE: [signature] DATE: July 11, 2016

APPROVED BY: DATE:

COMMITTEE APPROVAL: DATE:

POLICY

A. USE OF SHOWMOBILE

1. The Director of Recreation and Parks will allocate the use of the Showmobile to Norwalk based non-profit organizations subject to availability. The Recreation and Parks Committee and the Norwalk Common Council will decide which non-Norwalk organizations and for profit organizations are allowed to rent the Showmobile
2. Organizations using the Showmobile will not be allowed to mask any logo or any other portion on or in the Showmobile, nor can tap of any kind be used on any of its surfaces
3. Only authorized Personnel of the Recreation and Parks Department will be allowed to move and operate the Showmobile. Personnel must be hired to deliver, set up, close up and return it to the Norwalk Parks Department

B. RENTAL FEES: DEPOSITS AND BONDS

1. The Director shall establish all rental fees based on all Department costs of providing the Showmobile to the renting organization. The minimum fee for the use of the Showmobile is $400.00 for Norwalk based non-profit organizations and $600.00 for all other organizations. The Norwalk Exchange Club is exempt from the rental fee
2. A deposit of $100.00 must accompany all applications. The deposit will only be refunded if the application is denied. In all cases where applications are approved the deposit will be used toward the final rental fee. All rental fees and operating costs exceeding the deposit must be paid in full 45 days prior to the organizations rental date
3. The Director may require a bond of up to $1,000.00 on any rental, as well as specified insurance coverage
4. All organizations must name the City of Norwalk as additionally insured on a standard $1,000,000.00 liability policy
5. All organizations must pay the operating costs for transportation, set up and removal of the Showmobile (NO EXCEPTIONS)

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: GORDON FINE ARTS

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: ______ TITLE: ______

YOUR NAME: SUSAN BROWN GORDON TITLE: Festival Director

ADDRESS: 26 YEW ST E-MAIL ADDRESS: Suebg.art@gmail.com

CITY: NORWALK STATE: CT ZIP CODE: 06850

HOME PHONE: Same BUSINESS PHONE: Same CELL PHONE: 518 852-6478

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Mathews Park - lawns NUMBER OF PARTICIPANTS: 750

EVENT: Norwalk Art Festival DATE REQUESTED: June 24 + 25 2017

SET UP TIME: 6:00am STARTING TIME: 10am ENDTIME: 5 PM RAIN DATE: NA

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ______ NO X

ARE YOU SERVING FOOD: YES ______ NO X

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ~~NO~~

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? ~~YES~~ NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES ______ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ______ NO X

If yes, name of person(S) ______ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [signature] DATE: July 5, 2016

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES ______ NO ______ N/A ______ DATE: ______

COMMON COUNCIL APPROVAL: YES ______ NO ______ N/A ______ DATE: ______

DIRECTOR'S SIGNATURE: ______ DATE: ______

(Signature required)

Date to Committee: 7/13/16

Entered into Calendar: ______

Deposit Received: ______

Insurance Received: ______

Entered into RecTrac: ______

1 input

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: NEW ENGLAND AUTO MUSEUM

PERSONAL/FAMILY
ASSOCIATION/CLUB ✓
COMPANY/BUSINESS

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: MICHAEL SCHEIDE TITLE: PRESIDENT

YOUR NAME: NICK ORD TITLE: MARKETING DIRECTOR

ADDRESS: 304 MAIN AVE. #326 E-MAIL ADDRESS: nicord01@yahoo.com

CITY: NORWALK STATE: CT ZIP CODE: 06851

HOME PHONE: 203 656-4046 BUSINESS PHONE: N/A CELL PHONE: 253 49 7585

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: MATHEWS PARK NUMBER OF PARTICIPANTS: 1000 EST.

EVENT: FATHERS DAY CAR SHOW DATE REQUESTED: JUNE 18, 2017

SET UP TIME: 8 AM STARTING TIME: 9 AM ENDTIME: 4 PM RAIN DATE: REQUEST

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES____ NO ✓

ARE YOU SERVING FOOD: YES ✓ NO____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? ✓YES NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? ✓YES NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? ✓YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES____ NO ✓ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES____ NO ✓
If yes, name of person(S)____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [signature] DATE: June 22 2016

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES____ NO____ N/A____ DATE:____
COMMON COUNCIL APPROVAL: YES____ NO____ N/A____ DATE:____
DIRECTOR'S SIGNATURE: ____ DATE:____
(Signature required)

Date to Committee: 7/13/16
Entered into Calendar:____
Deposit Received:____
Insurance Received:____
Entered into RecTrac:____

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: Wolfpit School PTO

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: Kim Berry TITLE: PTO President

YOUR NAME: Paula Caruso TITLE: Pumpkin Festival Chairpe

ADDRESS: Wolfpit School 1 Starlight Dr E-MAIL ADDRESS: phcaruso@hotmail.com

CITY: Norwalk STATE: CT ZIP CODE: 06851

HOME PHONE: (203) 750-9665 BUSINESS PHONE: ______ CELL PHONE: (203) 919-1091

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Wolfpit School NUMBER OF PARTICIPANTS: 1,000

EVENT: Pumpkin Festival DATE REQUESTED: Sat. 10/8/16 (rain date Sun. 10/9/16

SET UP TIME: 8:00 STARTING TIME: 11:00 ENDTIME: 5:00 RAIN DATE: Sun. 10/9/16

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ______ NO ✓
ARE YOU SERVING FOOD: YES ✓ NO ______

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES ______ NO ✓ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ______ NO ✓
If yes, name of person(S) ______ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Paula Caruso DATE: 6/9/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES ______ NO ______ N/A ______ DATE: ______
COMMON COUNCIL APPROVAL: YES ______ NO ______ N/A ______ DATE: ______
DIRECTOR'S SIGNATURE: ______ ______ DATE: ______
(Signature required)

Date to Committee: 7/13/16
Entered into Calendar: ______
Deposit Received: ______
Insurance Received: ______
Entered into RecTrac: ______

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: Human Services Council

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: ____________ TITLE: ____________

YOUR NAME: Kari Pesavento TITLE: Director, Children's Con

ADDRESS: 1 Park Street E-MAIL ADDRESS: Kpesavento@HSCCT.or

CITY: Norwalk STATE: CT ZIP CODE: 06851

HOME PHONE: 2035128626 BUSINESS PHONE: 2038491111 CELL PHONE: 2035128626

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Taylor Farm Park NUMBER OF PARTICIPANTS: 500+

EVENT: Kidsfest Touch a Truck & More DATE REQUESTED: 10/8/16

SET UP TIME: 10/7/16 noon STARTING TIME: 10/8/16 10A ENDTIME: 3pm RAIN DATE: N/A

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ______ NO X

ARE YOU SERVING FOOD: YES X NO ______

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES ______ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ______ NO X

If yes, name of person(S) ____________ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: ____________ DATE: ____________

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES ______ NO ______ N/A ______ DATE: ______

COMMON COUNCIL APPROVAL: YES ______ NO ______ N/A ______ DATE: ______

DIRECTOR'S SIGNATURE: ____________ DATE: ______

(Signature required) ____________ DATE: ______

Date to Committee: 7/13/16

Entered into Calendar: ______

Deposit Received: ______

Insurance Received: ______

Entered into RecTrac: ______

SECTION 1 – FORMS OF PROPOSAL

1.1A Response Form – Bid #3692: Flax Hill Park Utility Improvements

Vendor Name - Riccio Landscaping LLC		
Address - 388 Main St. Unit 2F Monroe, CT 06468		
Phone - 203 218 0306	Fax - 203 385 3861	Email - carl@ricciolandscaping.c
Manager - Carl Giordano		Fed ID# 33-118-2071

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

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

1. Flax Hill Park Utility Improvements

A	Utility Improvements (Lump Sum)	$ 42,850.00	
B	Boulder Removal	$ 85.00	Per Cubic Yard
C	Rock (Ledge) Excavation	$ 900.00	Per Cubic Yard

or $300/hr 3hr min.

Total Bid Price (Items A thru C above)	$ 42,850.00
Total Bid Price in Writing:	Forty Two thousand Eight Hundred Fifty
plus B + C if applicable	

Bid Security in the form of a (check one) is attached.	✓	Bond		Certified Check
Cost for performance bond included in lump sum	$		per thousand dollars	
Insurance Agency Name -	Federated Mutual Ins		Tel.- 888 333-4949	
Agency Address -	Owatonna Minnesota			

Submitted by -	
Authorized Agent of Company (name and title)	Date

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

Addendum #	1	Dated	6-20-16	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.1B Response Form Unit Prices - Bid #3692: Flax Hill Park Utility Improvements

Vendor Name -

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

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

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

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

Submitted by:

Print Name of Authorized Agent of Company	CARL Giordano
Signature of Authorized Agent of Company	[signature]
Date	6-17-16

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

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

1. Number of years in business - 9
2. Number of personnel employed Part-time - 3, Full - time 13.
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
YMCA Monroe, CT	3/15/16	Pete Ranje	203-362-8248
Jewish Home Bridgeport, CT	10/15/16	Bob Snedly	860-748-0722
97-99 S main st	2/10/16	Dan Riccio Sr	203-218-9387
Newtown Public schools	8/16/16	Gino Fatilla	203-948-3332

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

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled		Yes	No
good standing	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	✓	
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		

6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	Riccio Landscaping LLC				
Address	338 main st unit 2F				
City	Monroe	State	CT	Zip	06468
Name of Agent	Carl Giordano				

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

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

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

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

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
FABIAN PLUMBING	SHELTON	Rob Fabian	203 257 9154
STAHL ELECTRIC		Marty	203 231 2428
NARDI PAVING	MONROE	NARDI	203 768 6707

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

END OF SECTION

Bond No. 9152342

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we RICCIO LANDSCAPING LLC
388 MAIN ST UNIT 2F
MONROE CT 06468

as Principal and FEDERATED MUTUAL INSURANCE COMPANY OF OWATONNA, MINNESOTA, a corporation, organized and existing under the laws of the State of MINNESOTA and having its principal place of business at 121 East Park Square, Owatonna, Minnesota, as Surety, are held and firmly bound unto
CITY OF NORWALK
125 EAST AVE PO BOX 5125 NORWALK CT 06856 as Obligee,
in the sum of 10% OF THE PROPOSAL
_______ Dollars ($ _______)
for payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for INSTALL WATER LINE, ELECTRICAL LINE FOR FOUNTAIN. REPAVE & RESTORE AREA.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with surety acceptable to the Obligee for the faithful performance of the said contract; or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 24TH day of JUNE, 2016

RICCIO LANDSCAPING LLC
(Principal)

BY: _______
(Title)

FEDERATED MUTUAL INSURANCE COMPANY

BY: Jody Schrom
JODY SCHROM - (attorney-in-fact)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

JODY SCHROM of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

RICCIO LANDSCAPING LLC MONROE, CT

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

BY James A. Thon
Executive Vice President

and BY
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

(SEAL)

Kelly J. Hagen

COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

JODY SCHROM of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 24TH day of JUNE, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thor
Executive Vice President

Copy

NORWALK on the move!

Purchasing Department
Finance Group

June 6, 2016

INVITATION TO BID

The City of Norwalk is soliciting bid submissions for the Flax Hill Park Utility Improvements. The scope of work is: installation of electrical conduit and conductors, electrical outlets and lightning at the existing picnic shelter, water service from an existing meter pit and a new drinking fountain. The **budget** for this project is **$45,000.**

PROJECT NUMBER:	**3692**
DEADLINE :	**2:00 PM, June 24, 2016**
BID TITLE :	**Flax Hill Park Utility Improvements**
SITE LOCATION:	**Flax Hill Park, Norwalk CT 06854**

BID DOCUMENTS for this project are available over the internet at http://www.norwalkct.org Adobe Acrobat reader is required to view this document. If you do not have this software you may download the required software from Adobe.

A Pre-Bid Conference will be held at 10:00AM, Tuesday June 14, 2016, at the Flax Hill Park, Norwalk CT. A walk-through of the project area will follow the pre-bid conference. **The pre-bid conference is mandatory.**

All questions concerning this solicitation must be directed in writing to Sharon Conners via e-mail, to: sconners@norwalkct.org. The deadline for submission of questions for this bid solicitation is 02:00PM, Friday, June 17, 2016.

Bidders will be required to provide:

- 10% bid bond with your response (see Section 3.1 C).
- Performance, labor, and materials bond for 100% of the project upon award if the contract value exceeds $50,000.00 (see Section 3.1 C & D).
- Copies of current certifications as applicable to this solicitation.
- Original bid response, plus six (6) copies.

Continued Next Page

SPECIAL NOTES:

1.) PROJECT SCHEDULE: The project shall commence on based on a timetable determined by the City of Norwalk and the awarded contractor.

2.) BUILDING PERMITS - Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived for this project.

3.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".

4.) Section 4, Item 109-04-2b, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."

5.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.

BIDDER LISTS will not be published.

ADDENDA, if issued, will be available over the Internet at http://www.norwalkct.org. It is the responsibility of the bidders to verify the issuance of any addenda. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at http://www.norwalkct.org The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

If, after review of the bid documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete documents, along with your detailed proposal, to the Purchasing Department by the due date.

BID RESPONSES: One (1) Original plus six (6) copies are to be delivered to:

Sharon Conners
City of Norwalk
Purchasing Department
Phone: 203-854-7712
Fax: 203-854-7817
E-mail: sconners@norwalkct.org.

TABLE OF CONTENTS

SECTION 1 – FORMS OF PROPOSAL

1.1A Response Form – Bid #3692: Flax Hill Park Utility Improvements

Vendor Name - Picco Construction LLC			
Address - 27 Railroad Ave Hopewell Jct NY 12533			
Phone - (914) 630 4166	Fax 914 630 4168	Email Natpicco@aol.com	
Manager - Nat Picco		Fed ID# 753149988	

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

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

1. Flax Hill Park Utility Improvements

A	Utility Improvements (Lump Sum)	$ $82,000.00	
B	Boulder Removal	$ $200.00	Per Cubic Yard
C	Rock (Ledge) Excavation	$ $300.00	Per Cubic Yard

Total Bid Price (Items A thru C above)	$ 82,000.00
Total Bid Price in Writing:	Eighty two thousand

Bid Security in the form of a (check one) is attached.	Bond		Certified Check
Cost for performance bond included in lump sum	$	per thousand dollars	
Insurance Agency Name -		Tel.-	
Agency Address -			

Submitted by -	
Authorized Agent of Company (name and title)	Date

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

Addendum #	1	Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

June 23, 2016

Norwalk Purchasing Department

Response Summary Project # 3692

Flax Hill Park Utility Improvements

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

		Deering Construction Inc.	Picco Construction LLC	Riccio Landscaping LLC
A	Utility Improvements (Lump Sum)	$ 64,950.00	$ 82,000.00	$ 42,850.00
B	Boulder Removal per cubic yard	$ 150.00	$ 200.00	$ 85.00
C	Rock (Ledge) Excavation per cubic yard	$ 250.00	$ 300.00	$ 900.00

SECTION 1 – FORMS OF PROPOSAL

1.1A RESPONSE FORM – BID #3692: Flax Hill Park Utility Improvements

Vendor Name - DEERING CONSTRUCTION INC		
Address - 20 SHEEHAN AVENUE NORWALK CT 06854		
Phone - 203-855-1396	Fax - 203-855-1137	Email - DJDIV@AOL.COM
Manager - DAN DEERING		Fed ID# 06-1188375

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

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

I. Flax Hill Park Utility Improvements

A	Utility Improvements (Lump Sum)	$ 64,950.00	
B	Boulder Removal	$ 150.00	Per Cubic Yard
C	Rock (Ledge) Excavation	$ 250.00	Per Cubic Yard

Total Bid Price (Items A thru C above)	$ 64,950.00
Total Bid Price in Writing:	SIXTY FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS NO CENTS

Bid Security in the form of a (check one) is attached.	XX	Bond		Certified Check
Cost for performance bond included in lump sum	$ 875.00		per thousand dollars	
Insurance Agency Name -	COMO & NICHOLSON		Tel.-	203-445-8388
Agency Address -	501 MAIN ST MONROE CT 06468			

Submitted by -	
Authorized Agent of Company (~~name and title~~) ~~DANIEL DEERING~~ PRESIDENT	Date 6/24/16

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

Addendum #	1	Dated	6/20/16	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.1B Response Form Unit Prices - Bid #3692: Flax Hill Park Utility Improvements

Vendor Name - DEERING CONSTRUCTION INC

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

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

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

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

Submitted by:

Print Name of Authorized Agent of Company	DEERING CONSTRUCTION INC
Signature of Authorized Agent of Company	
Date	6/24/16

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

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

1. Number of years in business - 29
2. Number of personnel employed Part-time - 18, Full - time 5.
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
SEE ATTACHED			

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

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled		Yes	No
	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	X	
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		

6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	N/A				
Address					
City		State		Zip	
Name of Agent					

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

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

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

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

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
L & L EVERGREEN	19 DAY ST NORWALK CT 06854	JAN ENGSTROM	203-838-1144
ALL ELECTRIC	80 FARWELL ST W.HAVEN CT 06516	PAT CARROLL	203-535-1244

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

END OF SECTION

DEERING CONSTRUCTION INC

PROJECTS

A.P CONSTRUCTION 707 SUMMER STREET STAMFORD CT 06902 - CONTRACT AMOUNT $ 1,008,000.00 - ADDITIONS AND ALTERATIONS TO ROWAYTON ELEMENTARY SCHOOL - SITE WORK #3404 - CONTACT FRANK FAZEKAS - 203-359-4704 - SUB - SEPTEMBER 2015

CITY OF NORWALK 125 EAST AVENUE NORWALK CT 06851 - CONTRACT AMOUNT $ 3,877,103.00 - PM 2015-1 PAVEMENT MANAGEMENT PROGRAM - CONTACT DREW BERNDLMAIER 203-854-7791 - PRIME - IN PROGRESS

CITY OF NORWALK 125 EAST AVENUE NORWALK CT 06851 - CONTRACT AMOUNT $ 991,822.00 - CONTACT DREW BERNDLMAIER 203-854-7791 - RD 2014-1 PAVING AND SIDEWALK IMPROVEMENTS ON WALTER AVE, BROAD RIVER FIRE HOUSE, MEADOW ST FIRE HOUSE WASHINGTON STREET AND CONCRETE SIDEWALKS AT VARIOUS LOCATIONS - PRIME - IN PROGRESS

CITY OF STAMFORD 888 WASHINGTON BLVD STAMF CT 06902 - CONTRACT AMOUNT $ 3,572,716.12 - CONTACT ANTHONY CAROLLUZZI 203-977-4711 - S 6470 CITYWIDE ROADWAY ASPHALT SURFACE REPLACEMENT PROGRAM - PRIME - DEC 2015

CITY OF STAMFORD 888 WASHINGTON BLVD STAMF CT 06902 - CONTRACT AMOUNT $ 197,275.96 - CONTACT ANTHONY CAROLLUZZI 203-977-4711 - S 6420 CITYWIDE ROADWAY ASPHALT SURFACE REPLACEMENT PROGRAM 2015/2015 - PRIME - IN PROGRESS

TOWN OF DARIEN 2 RENSHAW ROAD DARIEN CT 06820 - CONTRACT AMOUNT $ 749,990.30 - CONTACT DARRIN OUSTAFINE - 203-656-7365 - 2014 ROAD RESURFACE PROGRAM 2015 EXTENSION 2015-01 - PRIME - DEC 2015

TOWN OF DARIEN 2 RENSHAW ROAD DARIEN CT 06820 - CONTRACT AMOUNT $ 302,507.70 - CONTACT DARRIN OUSTAFINE - 203-656-7365 - 2015-17 TOWNWIDE PARKING LOT PAVING BID TOWN AND BOE FACILITIES - PRIME - IN PROGRESS

TOWN OF DARIEN 2 RENSHAW ROAD DARIEN CT 06820 - CONTRACT AMOUNT $ 51215.00 - CONTACT DARRIN OUSTAFINE - 203-656-7365 - 2015-06 MODEL SIDEWALK PROGRAM - PRIME - JULY 2015

CEDAR POINT YACHT CLUB ONE BLUFF POINT WESTPORT CT 06880 - CONTRACT AMOUNT $ 370,015.00 - CONTACT HARRISON GILL 203-856-4179 RECLAIM AND PAVE PARKING LOTS AND ROADS - PRIME - NOVEMBER 2014

CITY OF NORWALK 125 EAST AVENUE NORWALK CT 06851 - CONTRACT AMOUNT $ 407,126.00 - CONTACT DREW BERNDLMAIER 203-854-7791 - PM 2014-2 BITUMINOUS CONCRETE PERMANENT PAVEMENT PROGRAM - PRIME - DEC 2014

TOWN OF DARIEN 2 RENSHAW ROAD DARIEN CT 06820 - CONTRACT AMOUNT $ 141,930.50 - CONTACT DARRIN OUSTAFINE - 203-656-7365 - 2014 SIDEWALK PROGRAM - PRIME - NOVEMBER 2014

PROJECTS

TOWN OF DARIEN 2 RENSHAW ROAD DARIEN CT 06820 - CONTRACT AMOUNT $ 729,206.00 - CONTACT DARRIN OUSTAFINE - 203-656-7365 - 2014 ROAD RESURFACE PROGRAM - PRIME - AUGUST 2014

TOWN OF NEW CANAAN 172 SOUTH AVENUE NEW CANAAN CT 06840 - CONTRACT AMOUNT $ 164,167.00 - CONTACT TIGER MANN - 203-594-3054 PAVE 2014 OLD NORWALK RD - PRIME - DECEMBER 2014

TOWN OF NEW CANAAN 172 SOUTH AVENUE NEW CANAAN CT 06840 - CONTRACT AMOUNT $ 398,915.00 - CONTACT TIGER MANN - 203-594-3054 PAVE 2014 LOCAL RD #2 - PRIME - OCTOBER 2014

TOWN OF NEW CANAAN 172 SOUTH AVENUE NEW CANAAN CT 06840 - CONTRACT AMOUNT $ 880,938.00 - CONTACT TIGER MANN - 203-594-3054 PAVE 2014 LOCAL RD #3 - PRIME - DECEMBER 2014

AM RIZZO ELECTRICAL CONTRACCTORS 64 TRIANGLE STREET DANBURY CT 06810 - CONTRACT AMOUNT $ 139,612.25 - CONTACT 203-731-3131 - SITE IMPROVMENTS CITY OF NORWALK PHASE II TRAFFIC SIGNAL UPGRADE - SUBCONTRACTOR - JUNE 2013

AMEC CONSTRUCTION 270 MAIN AVENUE NORWALK CT 06851 - CONTRACT AMOUNT $ 302,201.76 - CONTACT 203-642-3530 - NORDEN DATA CENTER PAVING PARKING LOTS - SUBCONTRACTOR - DEC 2013

CITY OF NORWALK 125 EAST AVENUE NORWALK CT 06851 - CONTRACT AMOUNT $ 6,373,174.50 - CONTACT DREW BERNDLMAIER 203-854-7791 - PM 2013-1 PROPOSED PAVEMENT MANAGEMENT PROGRAM - PRIME - DEC 2014

CITY OF NORWALK 125 EAST AVENUE NORWALK CT 06851 - CONTRACT AMOUNT $ 1,963,387.07 -CONTACT 203-854-7750 - RD 2012-1 CEDAR STREET RECONSTRUCTION - PRIME - SEPT 2014

CITY OF STAMFORD 888 WASHINGTON BLVD STAMF CT 06902 - CONTRACT AMOUNT $ 159,381.41 - CONTACT 203-977-4711 - S 6311 DRAINAGE IMPROVMENTS ON JANES LANE - PRIME - JULY 2013

CITY OF STAMFORD 888 WASHINGTON BLVD STAMF CT 06902 - CONTRACT AMOUNT $ 367,102.33 - CONTACT 203-977-4711 - S 6361 CHESTNUT HILL DRAINAGE - PRIME - OCTOBER 2013

TOWN OF NEW CANAAN 77 MAIN STREET NEW CANAAN CT 06840 - CONTRACT AMOUNT $ 194,774.25 - CONTACT TIGER MANN 203-594-3054 - PAVING 2013 RR PARKING LOT ELM STREET PHASE 1 - AUGUST 2013

WATERS CONSTRUCTION CO 300 BOSTWICK AVE BRIDGEPORT CT 06605 - CONTACT 203-334-6888 - HOPE STREET IMPROVEMENTS CITY OF STAMFORD - SUBCONTRACTOR - JULY 2014

CITY OF NORWALK 125 EAST AVENUE NORWALK CT 06851 - CONTRACT AMOUNT $ 171,903.00 - CONTACT BRIAN SWEENEY - 203-854-7791 - DPW 2011-2 SITE REMEDIATION SOUTH NORWALK RAILROAD STATION PARKING LOT - PRIME - DEC 2012

PROJECTS

DEERING CONSTRUCTION INC.

CITY OF NORWALK 125 EAST AVENUE NORWALK CT 06851 - CONTRACT AMOUNT $ 479,907.00 - CONTACT BRIAN SWEENEY - 203-854-7791 - DRG 2011-2 DRAINAGE IMPROVEMENTS ON WEST MAIN STREET AND SUMMER ST - PRIME - DEC 2012

CITY OF STAMFORD CT 888 WASHINGTON BLVD STAMFORD CT - CONTRACT AMOUNT $ 28,461.00 - CONTACT SUSAN KISKIN -203-977-6165 - S-6275 COVE ISLAND PARK CHANNEL WALL REPAIRS - PRIME - SEPT 2012

CITY OF STAMFORD CT 888 WASHINGTON BLVD STAMFORD CT - CONTRACT AMOUNT $ 249,500.00 - CONTACT SUSAN KISKIN -203-977-6165 - S-6227 SCALZI PARK PLAYGROUND IMPROVEMENTS - PRIME - AUG 2012

TOWN OF NEW CANAAN 77 MAIN STREET NEW CANAAN CT - CONTRACT AMOUNT $ 146,173.70 - CONTACT TIGER MANN 203-594-3054 - PAVING 2012 - LOCAL ROADS #2 KNOLLWOOD ROAD - PRIME - NOV 2012

TOWN OF NEW CANAAN 77 MAIN STREET NEW CANAAN CT - CONTRACT AMOUNT $ 471,920.65 - CONTACT TIGER MANN 203-594-3054 - PAVING 2012 - LOCAL ROADS #1 - PRIME JULY 2012

TOWN OF NEW CANAAN 77 MAIN STREET NEW CANAAN CT - CONTRACT AMOUNT $ 128,233.40 - CONTACT TIGER MANN 203-594-3054 - SOUTH SCHOOL DRIVE AND PARKING LOT - PRIME - AUG 2012

TOWN OF DARIEN RENSHAW ROAD DARIEN CT - CONTRACT AMOUNT $ 191,845.70 - CONTACT DARREN OUSTAFINE 203-656-5397 - 2012 SIDEWALK PROGRAM - PRIME - OCT 2012

ACTION AIR SYSTEMS INC ADAMS STREET MANCHESTER CT - CONTRACT AMOUNT $ 14,840.00 - CONTACT KEVIN BOUCHARD - 860-645-8838 - STAPLES SCHOOL MOREHOUSE RD EASTON CT RESTORATION OF NEW COLD WATER LINES - SUBCONTRACTOR - MAY 2012

ARMSTRONG RICHARD ONE OLD CHURCH ROAD GREENWICH CT - CONTRACT AMOUNT $ 88,579.00 - 203-869-2452 - RECLAIMING,REGRADING AND PAVING DRIVES AND PARKING AREAS, BB PAVERS, DRAINAGE IMPRVMTS, BB CURBING - PRIME - JUNE 2012

NORWALK SOUND LP DBA MONTEREY VILLAGE 133 MONTEREY PLACE NORWALK CT 06854 - CONTRACT AMOUNT $ 42,400.00 - CONTACT SYLVIA TARIFI 203-838-2921 - RECLAIM, REGRADE AND PAVE PARTIAL PARKING LOT - PRIME - OCT 2012

CITY OF STAMFORD 888 WASHINGTON BLVD STAMFORD CT - CONTRACT AMOUNT $ 206,116.00 - CONTACT DOMENIC TRAMONTOZZI 203-977-4189 - CITYWIDE ROADWAY ASPHALT PATCHING PROGRAM - PRIME - NOVEMBER 2011

TOWN OF GREENWICH DPW 102 FIELD POINT ROAD GREENWICH CT - CONTRACT AMOUNT $ 249,249.00 - CONTACT JOSEPH LOYD JR 203-622-7767 - WESTERN JUNIOR HIGHWAY IMPROVEMENTS - PRIME - NOVEMBER 2011

M.E. O'Brien & Sons, Inc.
93 West Street – P.O. Box 650 / Medfield, MA 02052
Phone: 508-359-4200 / Fax: 508-359-2817
SDO CERTIFIED WBE (MA ONLY)

REVISED QUOTE

Date: March 22, 2016

Job: Calf Pasture Beach Playground

Location: Norwalk, CT

Salesman: Peter Wallace, CPSI / Phone: 203-805-4325 / Fax: 203-805-4265
Peter_Wallace@obrienandsons.com

Attention: Mike Mocciae / mmocciae@norwalkct.org

We are pleased to offer our quotation on the following for the above subject job:

CT STATE CONTRACT PRICING / CONTRACT #14PSX0154 / 2016 PRICING

QTY	DESCRIPTION	TOTAL
	By Landscape Structures, Inc. – MEO15349 5-12 Year Old Playground	
1	Custom Boat Theme PlayBooster Structure with full sail	$67,203.00
	By American Playground Surfacing	
90	Cubic yards of Engineered Woodfiber safety surfacing for 172 sq/ft at 12" deep	$2,436.00
	Installation Services: • Receive/off-load equipment delivery • Lay out and augur holes • Install LSI structure • Spread 90 cu/yds of woodfiber • Existing equipment and footers are to be removed by others • Site excavation to a depth of 12" below final grade is by others	~~$27,500.00~~

69,639.00

Total Project Price ~~$97,139.00~~

SEE IMPORTANT NOTES ON PAGE 2.

PLEASE READ – <u>IMPORTANT NOTES</u> – PLEASE READ

- Contractor/Customer is responsible for quantity, color, and product confirmation.
- Prices based on quantities listed. Any change to quantities may impact prices quoted.
- M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Prices are quoted for 2016, are firm for 30 days only and are subject to review thereafter.
- Prices are for materials only unless otherwise noted.
- Prices do NOT include sales tax.
- If installation is included, M.E. O'Brien & Sons is NOT responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional cost will be required to rectify these situations.
- Standard manufacturer's design, colors, specifications, and construction apply.
- Retainage does not apply.
- Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items. Woodfiber is NOT returnable.
- Our terms are: net 30 days.
- Allow 6 to 8 weeks for delivery of materials after receipt of order and architectural approval if required. Installation to take place as soon as possible after receipt of materials and according to installer's schedule; prevailing wage rates do not apply unless otherwise noted.

If we can be of further assistance please do not hesitate to contact us.
Thank you!

1.1 RESPONSE FORM - BID#3694 – INSTALLATION OF PLAYGROUND EQUIPMENT

Vendor Name - Concrete Creations, LLC			
Street Address: 381 Chapel Street			
City/State/Zip: New Haven, CT 06513			
Phone - 203-996-1544	**Fax** - 203-481-0161	**Email** - freeenergy10@yahoo.com	
Manager - Ralph Mauro		**Fed ID#** 01-0667227	

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

	LOCATION	LUMP SUM BID
1	Calf Pasture Beach	$ 22,000
	Lump sum bid in words	Twenty-Two Thousand Dollars

Estimated number of consecutive calendar days to complete work: 60 days (after the receipt of a signed order).

Bid Security in the form of a (check one) is attached.		Bond	✓	Certified Check
Cost for performance bond included in lump sum	$ 660		per thousand dollars	
Insurance Agency Name -	Associated Insurance Services		Tel.-	860-793-9601
Agency Address -	106 W Main Street, Plainville, CT 06062			

Submitted by:

Print Name of Authorized Agent of Company	Ralph Mauro
Signature of Authorized Agent of Company	
Date	7/7/16

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

Addendum #	1	Dated	6/30/16	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.2 STATEMENT OF CONTRACTORS QUALIFICATIONS

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

1. Number of years in business - 18 yrs
2. Number of personnel employed Part time - 4 Full time- 9
3. Last six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
Town of Ridgefield Spiasn Pad	2014	Peter Wallace	203-470-1448
Dover Park Splash Pad	2014	David Moser	203-946-6920
City of East Hartford Playground	2015	Peter Wallace	203-470-1448
New Haven Electric/Water Service & Playground	2015	David Moser	203-946-6920
Cherry Ann Street Playground	2015	Peter Wallace	203-470-1448
West Rock Playground	2016	John Barbarotta	203-395-3878

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

		Yes	No
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	✓	
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		

6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:					
Business Name	N/A				
Address					
City		State		Zip	
Name of Agent					

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

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

7. Submit one copy of the following information relative to your company's financial statements. This information must represent the current circumstance which surrounds the financial position of the bidding organization. **Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.**

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

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A	N/A	N/A	

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

1.2 Statement of Contractors Qualifications Cont.

7. All information relative to Concrete Creations, LLC's financial statements will be provided to the City of Norwalk upon the awarding of the bid.

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at http://www.norwalkct.org Adobe Acrobat reader is required to view this document. If you do not have this software you may download it free from Adobe. The document number to request will be the same as the project number indicated below.

Project #	Addendum #	# of pages	Original Issue Date
3694	1	2	June 23, 2016

Date	**June 30, 2016**	
Project Number	**3694**	
Addenda Number	**1**	
Deadline	**2:00 PM**	**July 8, 2016**
Project Title	Installation of Playground Equipment at Calf Pasture Beach	

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification

RESPONSE TO QUESTIONS:

1. **Question**: Can you please provide the link to the exact URL where the bid documents can be downloaded from

   Response: http://www.norwalkct.org/bids.aspx?bidID=475

2. **Question:** Is there a rendering of the entire project somewhere with site plan and placement of equipment?

   Response: It is in the existing footprint of the playground at the beach adjacent to the splash pad. A brand new playground was put in last year with a fence around it. The replacement is next to it sounds fun playground they cannot miss it with the plywood on the platforms not an landscape structures piece.

Question: Is there a pre-bid meeting for the project?

Response: No, there is no pre-bid meeting for this project.

4. Question: Do you have a description of exactly where the new playground is located. I believe there are several play area at Gull Pasture.

Response: The equipment is adjacent to the splash pad as you enter the beach. The playground is part of the sounds fun play area, last year one new structure was placed in the area which is fenced the new playground is going next to it. The playground currently has plywood on the platforms.

5. Question: Is contractor supplying wood carpet and drainage fabric? Are there timbers to be installed around play equipment and contractor supplying these also?

Response: The City is purchasing the wood fibers they are to spread them on site. Existing timbers stay.

Statement of Qualifications

Statement of Qualifications:
Each solicitation response shall include a Statement of Qualifications in the format provided in this Solicitation upon stationary of the responding entity.

(To be typed upon Company stationary and submitted with this response)
All questions must be answered and the data given must be clear and comprehensive. The contractor/vendor may submit any additional information he/she desires.

1. Name of Vendor/Contractor
   Concrete Creations LLC
2. Permanent main office address
   281 Chapel Street New Haven, CT 06513
3. Contact Information
   Phone: 203-996-1544
   Fax: 203-481-4161
   E-mail: freeenergy10@yahoo.com
4. When organized
   2000
5. Legal form of ownership. If a corporation, where incorporated.
   LLC
6. How many years have you been engaged in services, under your present name?
   16 years
7. Experience in work similar in scope of services and in importance to this solicitation opportunity. List not less than three (3) client references
   We have done several jobs for the City of New Haven Board of Education similar to these references:
   - John Barbarotta   john.barbarotta@new-haven.k12.ct.us   203-395-3878
   - Robert Kramer   robert.kramer@new-haven.k12.ct.us   203-910-1559
   - Joseph Barbarotta   joseph.barbarotta@new-haven.k12.ct.us
8. Have you ever failed to complete any work awarded to you? If so, where and why?
   No
9. Have you ever defaulted on a contract? If so, where and why?
   No
10. Contracts on hand and recently completed: (Schedule these, showing gross amount of each Contract and the appropriate anticipated dates of completion)
    - City of New Haven Sidewalk Contract   200,000+
    - City of New Haven Various Jobs   100,000+
    - City of New Haven Fountain at Transfer Station   45,000
11. List your major equipment available for this contract
    We have a vast variety of different tools & equipment which we own
12. Background and experience of the principal members of your organization, including the officers.
    - Ralph Mauro - Owner/Officer
      Has experience in building both commercial & residential
      Experience in utilizing different types of equipment, concrete, carpentry, etc.
    - John Ham - Foreman
      Extensive experience as listed above
    - Nelson DeGray Jr. - Foreman
      Extensive experience in all types of carpentry from rough framing to trim & more
13. Give bank references
    - Webster Bank - Branford, CT

[illegible]. Will you upon request, fill out a detailed financial statement and furnish any other information or sign a release that may be required by the City of New Haven?

Yes

[illegible]. As a Vendor are you able to receive electronic payment by P-Card? Please explain your answer

Not currently

15. Addendum acknowledgement indicate **Yes** or None. In the event that you indicate "none" and there have been addendum issued, you are still responsible for the addendum content. See section **Interpretation of Addenua for details**

Yes, Addendum #1

CERTIFICATE OF LIABILITY INSURANCE

CONCR-1 OP ID: SS

DATE (MM/DD/YYYY) 07/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Associated Insurance Services
36 West Main Street
P.O. Box 630
Plainville, CT 06062-0630
Associated Insurance Services

CONTACT NAME: Associated Insurance Services
PHONE (A/C, No, Ext): 860-793-9601
FAX (A/C, No): 860-747-3580
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Employers Mutual Casualty Co.	21415
INSURER B	The Main Street America Group	29939
INSURER C		
INSURER D		
INSURER E		
INSURER F		

INSURED
Concrete Creations, LLC
281 Chapel Street
New Haven, CT 06513

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE X OCCUR	X		5D48814	06/09/2016	06/09/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; X SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS			5E48814	06/09/2016	06/09/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR; EXCESS LIAB CLAIMS-MADE; DED RETENTION $			5J48814	06/09/2016	06/09/2017	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W1K4244X	10/09/2015	10/09/2016	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Norwalk is included as Additional Insured.

CERTIFICATE HOLDER

CITYNOR

City of Norwalk
125 East Avenue
Norwalk, CT 06851

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie Smalle

July 8, 2016

Norwalk Purchasing Department

Response Summary Project # 3694

Installation of Playground Equipment - Calf Pasture Beach

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

CONTRACTORS

	Probuilt Designs LLC	Pat Corsetti, INC.	Concrete Creations, LLC	Grasshopper Lawns, Inc.
Installation of Playground Equipment Lump Sum Price	$ 24,200.00	$ 29,495.00	$ 22,000.00	$ 28,200.00

Probuilt Designs LLC

CITY OF NORWALK

CALF PASTURE BEACH

INSTALLATION OF PLAYGROUND EQUIPMENT

PROJECT # 3694

Bid Date: July 8, 2016

Bid Time: 2:00 PM

804 Webster St., Unit #4, Marshfield, MA 02050
(P) 781-837-8738 (F) 781-837-8737
e-mail: probuiltusa@yahoo.com

1.1 RESPONSE FORM - BID#3694 – INSTALLATION OF PLAYGROUND EQUIPMENT

Vendor Name - Probuilt Designs LLC		
Street Address: 704 Webster St. Unit #4 **City/State/Zip:** Marshfield MA 02050		
Phone - 781-837-8738	**Fax** - 781-837-8737	**Email** - probuiltusa@yahoo.com
Manager - Peter Bethanis		**Fed ID#** 26-2313437

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

	LOCATION	LUMP SUM BID
1.	Calf Pasture Beach	$ 24,200.00
	Lump sum bid in words	Twenty Four Thousand Two hundred Dollars 00/100 –

Estimated number of consecutive calendar days to complete work: _____days (after the receipt of a signed order).

Bid Security in the form of a (check one) is attached.	✓	Bond		Certified Check
Cost for performance bond <u>included in lump sum</u>	$ 726.00 (3%)		per thousand dollars	
Insurance Agency Name -	DeSanctis Ins. Agency		Tel.-	781-935-8480
Agency Address -	36 Cummings Park, Woburn MA 01801			

Submitted by:

Print Name of Authorized Agent of Company	Peter Bethanis
Signature of Authorized Agent of Company	PB
Date	07-07-2016

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

Addendum #	1	Dated	6-30-2016	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.2 STATEMENT OF CONTRACTORS QUALIFICATIONS

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

1. Number of years in business - 8yrs as Probuilt Designs, LLC   13yrs as Probuilt Design
2. Number of personnel employed Part time - 3, Full time- 3,
3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
See Attached References			

4. ORGANIZATIONAL STRUCTURE OF CONTRACTOR (check which applies)		general partnership
		limited partnership
		limited liability corporation
		limited liability partnership,
		corporation doing business under a trade name
		individual doing business under a trade name
	X	other (specify) limited liability company - sole ownership

		Yes	No
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		X

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:					NO
Business Name					
Address					
City		State		Zip	
Name of Agent					

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

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

7. Submit one copy of the following information relative to your company's financial statements. This information must represent the current circumstance which surrounds the financial position of the bidding organization. **Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.**

All information should be supported with appropriate audited financials.

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

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

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

City of Norwalk
125 East Avenue
Norwalk, CT 06856-5125

July 7, 2016

Calf Pasture Beach
Playground Equipment Installation
Project #3694

Probuilt Designs, LLC/Probuilt Construction has installed Landscape Structures play equipment at various locations. All have been installed according to manufacturer specifications and have been approved by a CPSI.

Some of the projects include:

Mary Hannon Playground – Dorchester, MA (see reference sheet)

Calf Pasture Beach Playground – Norwalk, CT

Grafton Street School Playground – Worcester, MA (see reference sheet)

Pierce School Playground – Brookline, MA
GC – ADPaolini, LLC
Contact: Paula Paoline
617-454-4277

Samuel Bowles School Playground – Springfield, MA (see references)

Billy Ward Park – Brookline, MA
GC – Strada Construction
Contact: Sal Addonzio
781-322-8335

804 Webster St., Unit #4, Marshfield, MA 02050
(P) 781-837-8738 (F) 781-837-8737
e-mail: probuiltusa@yahoo.com

BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:
(Name, legal status and address)
Probuilt Designs LLC

804 Webster St, Unit 4
Marshfield, MA 02050

SURETY:
(Name, legal status and principal place of business)

Boston Indemnity Company, Inc.
4 High Street, Suite 206
North Andover, MA 01845

OWNER:
(Name, legal status and address)
City of Norwalk

CT

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ **Ten Percent of the Attached bid (10%)**

PROJECT:
(Name, location or address, and Project number, if any)
Installation of Playground Equipment at Calf Pasture Beach

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **8th** day of **July, 2016**

(Witness)

Probuilt Designs LLC
(Principal) *(Seal)*

(Title) owner/president

(Witness)

Boston Indemnity Company, Inc.
(Surety) *(Seal)*

(Title) **Paul A. Patalano, Attorney-in-Fact**

POWER OF ATTORNEY

Boston Indemnity Company, Inc.

BG-

KNOW ALL MEN BY THESE PRESENTS, that **BOSTON INDEMNITY COMPANY**, INC., a South Dakota Corporation, with its principal office in North Andover, MA, does hereby constitute and appoint: James J. Axon, David A. Boutiette, Michael F. Carney, Richard F. Caruso, Tonya M. DeGrazia, Adam W. DeSanctis, Christine B. Gallagher, Michael T. Gilbert, Bryan F. Juwa, Gregory D. Juwa, Lesliann J. Ortiz, Wilder Parks Jr., Paul A. Patalano, Rebecca Shanley its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOSTON INDEMNITY COMPANY, INC.**, on the 3rd day of November, 2015 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000.00, Five Million dollars which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary & CEO, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOSTON INDEMNITY COMPANY, INC.**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 19th day of November, 2015.

BOSTON INDEMNITY COMPANY, INC. A SOUTH DAKOTA INSURANCE COMPANY

BOSTON INDEMNITY COMPANY, INC.

BY________________________
Matthew J. Semeraro
President & COO

ACKNOWLEDGEMENT

On this 19th day of November, 2015, before me, personally came Matthew J. Semeraro to me known, who being duly sworn, did depose and say that he is the President of **BOSTON INDEMNITY COMPANY, INC.**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

LEIGH ANNE HAYNIE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 11, 2022

BY________________________
Leigh Anne Haynie
Notary Public

CERTIFICATE

I, the undersigned, Secretary & CEO of **BOSTON INDEMNITY COMPANY, INC.**, A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Florham Park, NJ this __________ Day of__________, 20____.

BOSTON INDEMNITY COMPANY, INC. A SOUTH DAKOTA INSURANCE COMPANY

BY________________________
Phillip S. Tobey
Secretary & CEO

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

REFERENCES

City of Worcester
Grafton Street School Playground
Const. of Playground, Install Play Equip. Safety surfacing
PIP rubber and wood carpet, PVC edging, Install site furnishings
Contact: Michael Easler
Landscape Architect
875-415-3888

Contract Amount: $47,600.00
Completed: May 2016

City of Springfield
Samuel Bowles School Playground
Installation of LSI Play Equipment
Contact: Mike Tully
Parks & Recreation Dept.
413-265-6411

Contract Amount: $15,000.00
Completed: Dec. 2015

City of Boston
Mary Hannon School
Installation of Play Structures for 5-12 & 2-5 yrs, Install Swings
Install Basket Ball equip., sub grade and prep all areas for safety
Surfacing.
Tasco Construction-General Contractor
Contact: Jonathan Desjardin
Project Manager
617-799-2723

Contract Amount: $49,000.00
Completion: May 2016

City of Newton
Pellegrini Park Playground
Removal of concrete pad, furnish/form/pour concrete, excavate trench
And install conduit, Install shade structure
Contact: Stephanie Lapham
Parks & Recreation Dept.
617-938-4674

Contract Amount: 22, 325.00
Completion: April 2016

REFERENCES

City of Lawrence
Kane Park Playground
Const. of Playground, site work, grading, Install Play Equip., PIP Safety surfacing, Install site furnishings
Contact: Brad Buschur
Project Manager
978-974-0770 x272
Susan Fink
Community Development
978-620-6514

Contract Amount: $64,999.00
Completed: approx.. June 2106

804 Webster St., Unit #4, Marshfield, MA 02050
(P) 781-837-8738 (F) 781-837-8737
e-mail: probuiltusa@yahoo.com

Probuilt Designs LLC

HISTORY AND EXPERIENCE

Peter Bethanis, sole proprietor, DBA Probuilt Construction and President of Probuilt Designs LLC, has 18+ years experience offering the finest in playground and park equipment installations.

Probuilt Construction was officially formed in 2003, in The Commonwealth of Massachusetts. Probuilt Designs LLC was formed in 2008in the Commonwealth of Massachusetts.

Probuilt has between (4) four and (8) eight employees at various times. Peter is Superintendent and Project Manager on all projects. Peter over-sees all aspects of the construction.

Probuilt has installed splash pads and water parks, skate parks and playgrounds in varying shapes and sizes. Included in this are all site work, demolition, excavating, grading and disposal.

Probuilt has successfully installed EPDM rubber safety surfacing. We also install synthetic turf and wood carpeting, Softiles, and more.

We install site furnishings such as picnic tables, benches, bleachers, bike racks, water fountains and trash receptacles. We have also installed gazebos, pavilions, boardwalks and shade structures. We install chain link and ornamental iron fencing, as well as concrete walkways and concrete pavers.

Probuilt has done site work and drainage work, landscape construction and plantings.

Peter is NPSI Certified in Playground Safety Inspections. Peter is also a Certified Installer for Kompan Play Equipment, Big Toys Play Equipment, and Play & Park Structures. Probuilt has also installed Miracle Play Equipment, Landscape Structure Equipment, Kidstuff Play Systems, Burke Play Equipment, Kompan play Equipment, Columbia Cascade Equipment and others.

Peter is OSHA certified, as are all of his employees in the field. Peter holds a Construction Supervisor license as well as a Hoisting Engineer License.

Copies of licenses and certifications supplied upon request.

2016

804 Webster St. Unit 4 PO Box 991 Marshfield, MA 02050
781-837-8738 781-837-8737 fax probuiltusa@yahoo.com.

Commonwealth of Massachusetts
Department of Public Safety

License: **HE-089956**

PETER BETHANIS
PO BOX 991
Marshfield MA 02050

Commissioner

08/26/2016

OSHA

U. S. Department of Labor
Occupational Safety and Health Administration

Peter Bethanis

has completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety & Health

Randall Purser


Marshfield MA 02050
08/26/2016

NORWALK

COPY

DEPARTMENT OF FINANCE
OFFICE OF PURCHASING

June 23, 2016

INVITATION TO BID

The City of Norwalk is soliciting bids for the labor necessary for the installation of playground equipment at Calf Pasture Beach. All of the playground equipment shall be supplied by the City of Norwalk. The playground equipment will be delivered on-site for the awarded contractor to Calf Pasture Beach to assemble and install. The successful firm shall layout the equipment and provide the labor necessary to assemble and install the equipment as per the manufacturer's instructions. Work involves removing existing equipment and installing new. Below is an outline of some of the requirements that apply specifically to this project. These requirements are discussed in greater detail under Section 2 – Project Specifications. The **budget** for this project is **$25,000-30,000**.

PROJECT NUMBER:	**3694**
DEADLINE :	**2:00 PM, July 8, 2016**
BID TITLE :	**Installation of Playground Equipment**
SITE LOCATIONS:	Calf Pasture Beach Norwalk, CT 06854

BID DOCUMENTS for this project are available upon receipt of this invitation on the Internet at http://www.norwalkct.org . Adobe Acrobat reader is required to view this document.

All questions must be directed in writing via e-mail to Carleen Megaro, to cmegaro@norwalkct.org. The deadline for submission of questions is 2:00 PM, June 29, 2016.

Bidders will be required to provide:

- 10% bid bond with your response (see Section 3.1 C & D).
- Performance, labor, and materials bond for 100% of the project upon award if the contract value exceeds $50,000.00 (see Section 3.1 C & D).
- Copies of current certifications as applicable.
- Original bid response plus six (6) copies.

SPECIAL NOTES:

A. PROJECT SCHEDULE: Construction shall commence on or about September 15 2016 and shall be completed on or about December 1, 2016.

B. References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".

C. Section 4, Item 109-04-2b. Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."

D. The City shall be purchasing Landscape Structures, Inc. playground (per attached drawings). Therefore, potential vendors must submit written documentation as to their familiarity with installing this type of equipment..

E. Work involves removing existing equipment and installing new. All play equipment and engineering wood fiber safety surface material shall be purchased and provided by the City of Norwalk. The Playground Installer shall be responsible for the coordination with all parties for the receipt and temporary storage of the equipment within the construction site and the delivery of the safety surface shall be scheduled toward the completion of the playground installation.

F. The proposed playground consists of various components and is manufactured by Landscape Structures - MEO 15349. Included in these bid documents are playground layout drawings and shop drawings with installation requirements relating to each playground component.

G. Playground installation contractor shall have full responsibilities for the complete installation of all equipment including the spreading of safety surface in accordance with manufacturer requirements and all applicable playground safety standards. A total of 90 cubic yards of Engineered Wood Fiber will be ordered and shipped to site which will provide safety surfacing for 172 sq/ft at 12" deep.

H. Upon complete installation of the equipment, the playground must be inspected and certified by a certified playground equipment inspector. A copy of the certification shall be submitted as part of the closeout documents as condition of release of final payment.

BIDDER LISTS will not be published.

ADDENDA, if issued, will be available over the Internet. on our website at. http://www.bid.ci.norwalk.ct.us/html/add.htm . It is the responsibility of the bidders to verify the issuance of any addenda. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

If, after review of the bid documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete documents, along with your detailed proposal, to the Purchasing Department by the due date.

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at http://www.norwalkct.org . The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

SEALED BID RESPONSES, One (1) Original plus six (6) copies are to be delivered to:

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

NOTE: The City of Norwalk will not accept any sealed bid submissions via email or facsimile (fax). Please indicate the bid number and bid title on the envelope.

Note; Submit one (1) original + six (6) copies of the proposal submissions. Please indicate the bid number and bid title on the envelope.

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

Sincerely,

Carleen Megaro
City of Norwalk
Purchasing Department
T 203-854-7712
F 203-854-7817
E cmegaro@norwalkct.org

TABLE OF CONTENTS

SECTION 1 - FORM OF PROPOSALS

SPECIAL NOTES ON RESPONDING:

ADDENDA, if issued, will be available over the Internet at http://www.norwalkct.org. Adobe Acrobat reader is required to view this document. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline.

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at http://www.norwalkct.org. The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

SEALED BID RESPONSES, One (1) Original plus six (6) copies are to be delivered to:

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

NOTE: The City of Norwalk will not accept any sealed bid submissions via email or facsimile (fax). Please indicate the bid number and bid title on the envelope.

Note: Submit one (1) original + six (6) copies of the proposal submissions. Please indicate the bid number and bid title on the envelope.

1.1 RESPONSE FORM - BID#3694 – INSTALLATION OF PLAYGROUND EQUIPMENT

Vendor Name - PAT CORSETTI, INC.		
Street Address: 610 FENIMORE ROAD City/State/Zip: MAMARONECK, NY 10543		
Phone - (914)698-5024	Fax - (914)698-6746	Email - INFO@CORSETTICONTRACTING.C
Manager - Al CORSETTI		Fed ID# 13-3442505

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

	LOCATION	LUMP SUM BID
1.	Calf Pasture Beach	$ 29,495.00
	Lump sum bid in words	TWENTY NINE THOUSAND FOUR HUNDRED NINETY FIVE DOLLARS AND NO CENTS

Estimated number of consecutive calendar days to complete work: _____ days (after the receipt of a signed order).

Bid Security in the form of a (check one) is attached.	✓	Bond		Certified Check
Cost for performance bond included in lump sum	$ N/A		per thousand dollars	
Insurance Agency Name -	N/A		Tel.-	N/A
Agency Address -	N/A			

Submitted by:

Print Name of Authorized Agent of Company	AL CORSETTI
Signature of Authorized Agent of Company	[signature]
Date	7/7/16

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

Addendum #	1	Dated	6/30/16	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.2 STATEMENT OF CONTRACTORS QUALIFICATIONS

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

1. Number of years in business - 29
2. Number of personnel employed Part time - 2, Full time- 14,
3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
PLEASE SEE ATTACHED			

	☐			
4. ORGANIZATIONAL STRUCTURE OF CONTRACTOR (check which applies)		general partnership		
		limited partnership		
		limited liability corporation		
		limited liability partnership,		
	✓	corporation doing business under a trade name		
		individual doing business under a trade name		
		other (specify)		
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled		Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
			✓	

6. Is your local organization an affiliate of a parent company? If so. Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	N/A				
Address					
City		State		Zip	
Name of Agent					

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

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

7. Submit one copy of the following information relative to your company's financial statements. This information must represent the current circumstance which surrounds the financial position of the bidding organization. **Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.**

All information should be supported with appropriate audited financials.

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

TO BE PROVIDED UPON WRITTEN REQUEST

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
N/A			

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

1.3 SAMPLE CONTRACT

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

CITY OF NORWALK
CONTRACT FOR CONSTRUCTION SERVICES
FOR <<Installation of Playground Equipment>>

This Agreement entered into this ________ day of _____________,2016, by the **CITY OF NORWALK**, (hereinafter referred to as "CITY"), acting by and through Harry W. Rilling, its Mayor, duly authorized, and , a company existing under the laws of the State of Connecticut with an office and principal place of business located at ______, acting herein by _____, its _____, duly authorized, (hereinafter called the "CONTRACTOR").

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

ARTICLE 1. WORK TO BE DONE

The CONTRACTOR shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as Basement HVAC Upgrade at the Norwalk Health Department (hereinafter the "Project"), in strict accordance with the City of Norwalk Department of Public Works General Provisions, dated April 2011; the general and technical specifications and conditions of contract; the Project Plans; Special Conditions; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will pay to the CONTRACTOR for the satisfactory completion of the Project and of all of the CONTRACTOR's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum of ____________ in the manner set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the CITY exceeding the consideration stated herein.

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

ARTICLE 2. ADMINISTRATION BY CITY

The Work to be performed under this Contract shall be administered on behalf of the CITY by ____________, Director of the ___________Department, or his designated representative (hereinafter referred to as the "Director"). The CONTRACTOR acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director, or his designated representative, consistent with the Contract Documents are authorized on behalf of the CITY.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the CITY's Request for Bids Project 3397 and Addendum __ thereto dated _____________, the CONTRACTOR's bid response dated __________, this written Agreement, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions dated July 2011; the general and technical specifications and conditions of contract; the Project plans; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in the contract, whether or not physically inserted.

This Contract will supersede any agreement or contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the CONTRACTOR shall govern.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The CONTRACTOR confirms that it has carefully examined the Site, as well as its surrounding territory. As a result, the CONTRACTOR acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site. The CONTRACTOR further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the CITY; and that it will make no claim against the CITY by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the CITY, or for costs incurred as a result thereof.

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

ARTICLE 5. DATE OF COMPLETION

The CONTRACTOR further agrees that it will begin the Project herein described within ten (10) days of the date hereof, unless written instruction from the Director is given to begin at a different date. The CONTRACTOR shall diligently and continuously prosecute and complete the same and coordinate the Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project and any other scheduling requirements listed in the Contract Documents, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed no later than sixty (60) calendar days of the Notice to Proceed issued pursuant to this Contract.

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

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

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

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

In the event the CONTRACTOR is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the City or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or suppliers, the CONTRACTOR's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the CONTRACTOR shall not be entitled to any such extension of time unless the CONTRACTOR (1) notifies the CITY in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control. In no event shall the CONTRACTOR be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

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

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the CITY determines that, for any reason deemed to be in the best interests of the Project, the scope of Work or plans for the Project should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the CONTRACTOR. Once the CITY has issued and signed a written Change Order in its standard form, the CONTRACTOR shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the CITY shall not constitute grounds for a claim by the CONTRACTOR for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the CITY shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials.

The CONTRACTOR shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of CONTRACTOR's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the CITY shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

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

ARTICLE 7. MEANS AND METHODS

The CONTRACTOR shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The CONTRACTOR shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. CONTRACTOR further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

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

ARTICLE 9. ESTIMATES AND PAYMENT

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

The CITY reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

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

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

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

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

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

If any of the following occurs: (1) a claim or lien is made or filed with or against the CITY, the Project, or the Project funds by any person claiming that the CONTRACTOR or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the CITY might become liable and which is chargeable to the CONTRACTOR; (3) the CONTRACTOR or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the CONTRACTOR fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the CITY shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the CITY for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The CITY shall have the right to apply and charge against the CONTRACTOR so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the CONTRACTOR shall be liable for the difference and promptly pay the same to the CITY. No person shall have any right or claim by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision.

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

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

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The CONTRACTOR shall, within thirty (30) days after its receipt of payment from the CITY, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished

hereunder, when such labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY.

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

The CITY shall have no obligation to pay directly or to be responsible in any way or under any circumstances for payment to a contractor, subcontractor, employee, agent or representative of the CONTRACTOR.

No progress payment or partial or entire use or occupancy of the Project by the CITY shall constitute an acceptance of Work which does not comply with the Contract Documents.

ARTICLE 11. FINAL PAYMENT

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

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

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

A. unsettled liens;

B. faulty or defective Work or materials;

C. failure of the Work or materials to comply with requirements of the Contract Documents; or

D. terms of special warranties provided by the CONTRACTOR, its suppliers, or its subcontractors, or within the Contract Documents.

E. claims arising after the authorization of any payment.

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

ARTICLE 12. FINAL ACCEPTANCE OF WORK

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

ARTICLE 13. SAFETY

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

The CONTRACTOR shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the CITY and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The CONTRACTOR shall, immediately upon receiving written notice from the CITY, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents.

The CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The CONTRACTOR agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the CONTRACTOR neglect to take such corrective measures, the CITY may do so at the cost and expense of the CONTRACTOR and may deduct the cost thereof from any payments due or to become due to the CONTRACTOR.

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

ARTICLE 14. LABOR AND EMPLOYMENT REGULATIONS

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

> In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states. Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the CONTRACTOR is a party.

The CONTRACTOR shall include the foregoing provision in all subcontracts entered into pursuant to this Contract or related to this Project.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the total cost of all work to be performed in connection with such project is Four Hundred Thousand Dollars ($400,000.00) or more, and each contract for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars ($100,000.00) or more:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund described in Section 31-53(h) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the CITY of Norwalk. Any contractor who is not obligated by agreement to make a payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

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

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

The CITY may at any time and for any reason terminate this Contract for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination for convenience, the CONTRACTOR shall be paid an amount that shall compensate the CONTRACTOR for the portion of the Work satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the CITY's Comptroller.

In the event the CITY determines that there has been a material breach by the CONTRACTOR of any of the terms of the Contract; the CONTRACTOR refuses or has failed to perform the Work or any part thereof in a timely, professional and diligent manner as will ensure its completion in accordance with the requirements hereof; the CITY determines that the Work hereunder is not being performed according to the Contract; the CONTRACTOR at any time refuses or neglects to supply a sufficient number of skilled workers or materials of the proper quality and quantity; the CONTRACTOR fails in any respect to prosecute the Work with promptness and diligence; the CONTACTOR causes by any act or omission the stoppage, delay, or damage to the Work of any other contractors or subcontractors on the Project; the CONTRACTOR fails in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; there is filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or the CONTRACTOR becomes insolvent or is adjudicated bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or makes a general assignment for the benefit of creditors, or otherwise acknowledges insolvency, the CITY has the right, power and authority to terminate this

Contract for cause upon providing the CONTRACTOR three (3) days written notice. Said notice is provided for the purposes of allowing the CONTRACTOR the opportunity to wind down its operations and is not intended to provide the CONTRACTOR with the opportunity to cure.

In the event the CITY terminates the Contract for cause, the City may proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project. Furthermore, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the CITY, as evidenced by written acceptance signed by the Director. Conversely, the CONTRACTOR shall be obligated to pay the CITY the cost of completing the Work to the satisfaction of the CITY and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the CONTRACTOR and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the CONTRACTOR's default. If such costs and expenses and other charges exceed the amount otherwise due the CONTRACTOR, such excess amount shall be charged to and promptly paid by the CONTRACTOR to the CITY. In computing the amounts chargeable to the CONTRACTOR, the CITY shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the CONTRACTOR shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

The CITY also shall have the right to suspend the CONTRACTOR's performance under this Contract at any time and for any reason that the CITY deems in its best interest. Should the CITY reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the CONTRACTOR pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation, and payment for all remaining work shall be made in accordance with this Contract without adjustment. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the CONTRACTOR and the CITY may renegotiate the Contract based upon current conditions or the CONTRACTOR or the CITY may unilaterally elect to terminate the Contract.

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

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

The Work shall be performed and furnished under the direction and to the satisfaction of the CITY and, where appropriate, its Architect or Engineer. The CONTRACTOR shall be responsible for identifying any ambiguity in, or difference in interpretation of the plans, specifications or other Contract Documents, or between or among any of them, and immediately submitting the issue to the CITY, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The CITY will furnish to the CONTRACTOR any additional information and Plans as may be prepared to further describe the Work and the CONTRACTOR shall conform to and abide by the same.

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

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

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

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

ARTICLE 17. REJECTED WORK AND MATERIAL

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

The CONTRACTOR agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the CITY and replace the same with Work or material satisfactory to the CITY. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

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

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

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The CONTRACTOR further agrees to take affirmative action to insure that applicants with job-related qualifications are fairly employed and that employees are treated in a fair and nondiscriminatory manner.

2. The CONTRACTOR agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures.

3.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

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

ARTICLE 21. RESPONSIBILITY FOR THE SITE

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

ARTICLE 22. INSURANCE

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing the Project, the CONTRACTOR shall furnish the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

ARTICLE 23. INDEMNIFICATION

The CONTRACTOR expressly agrees to at all times indemnify, defend and save harmless the CITY of Norwalk and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder by the CONTRACTOR, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The CONTRACTOR shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

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

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

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

ARTICLE 24. SUBCONTRACTING AND ASSIGNMENTS

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

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

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

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

ARTICLE 25. WARRANTY

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

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

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

ARTICLE 26. NOTICE OF CLAIMS

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

ARTICLE 27. LIQUIDATED DAMAGES

It is understood by the parties that timely completion of the Project is essential. Failure of the CONTRACTOR to complete the Project by the date stated herein will result in the CITY and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the CONTRACTOR fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the CONTRACTOR, the sum of **ONE HUNDRED DOLLARS (\$100.00)** for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Agreement. This sum shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

ARTICLE 28. GENERAL PROVISIONS

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

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

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

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

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

F. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

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

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

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

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

To the City:

____

____

City Hall, P. O. Box 5125
Norwalk, Connecticut 06856-5125

With a copy to:

Office of Corporation Counsel
City Hall, P.O. Box 798
Norwalk, Connecticut 06856-0798

To the Contractor:

____
____
____

K. The CONTRACTOR represents to the CITY as follows:

That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

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

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

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

L. The City of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.
By signing this Agreement the CONTRACTOR hereby certifies to the City of Norwalk that it is in compliance with all applicable regulations and laws governing employment practices.

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

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK

____

____

By: _______________________________
Harry W. Rilling
Its Mayor
Duly Authorized

Witnesses' signatures:

____

____

____

By: _______________________________

____
Its Member
Duly Authorized

(Affix corporate seal of contractor if a corporation)

APPROVED AS TO FORM:
CORPORATION COUNSEL OFFICE

By: _______________________________

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _______________________________
Comptroller

Date: _______________________________

1.4 INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars ($100,000.00) coverage for each accident, One Hundred Thousand Dollars ($100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars ($500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars ($1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage and contractual liability coverage for the indemnification obligations arising under this Contract. The annual aggregate limit shall not be less than Two Million Dollars ($2,000,000.00) and Two Million Dollars ($2,000,000.00) coverage for products/completed operations aggregate.

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars ($1,000,000.00) coverage per accident for bodily injury and property damage.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the CONTRACTOR is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the CONTRACTOR shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the CONTRACTOR's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

SECTION 2 – PROJECT SPECIFICATIONS

The City of Norwalk is soliciting bids for the labor and material necessary for the installation of Landscape Structures playground equipment at Calf Pasture Beach

Landscape Structures, Inc. - MEO 15349

The installation services will include:

- Receive/off-load equipment delivery
- Lay out and augur holes
- Install LSI structures
- Spread 90 cu/yds of wood fiber
- Existing equipment and footers are to be removed by the Contractor
- Site excavation to a depth of 12" below final grade is by the Contractor

Note:

For more information on the project please see the PROJECT MANUAL AND DRAWINGS included at the end of the bid package.

AGENDA JULY 14, 2016

VII B

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
ALLGOOD JAY A / ALLGOOD LINDA J		14-MV-301131	($19.79)	PRORATION
BONASERA-FRIEL ANDREA		14-MV-401313	($90.36)	PRORATION
CHASE AUTO FINANCE CORP		14-MV-311027	($312.06)	ABATEMENT
DUNN EMILIA	($255.62)	14-MV-800573	($41.40)	PRORATIONS
		14-MV-317989	($62.99)	PRORATIONS
		14-MV-800439	($151.23)	PRORATIONS
HONDA LEASE TRUST	($432.99)	14-MV-329845	($278.25)	PRORATION
		14-MV-329467	($154.74)	PRORATION
HONDA LEASE TRUST		14-MV-406310	($310.58)	ABATEMENT
HONDA LEASE TRUST		14-MV-406321	($164.97)	ABATEMENT
MIGNAULT PATRICK WILLIAM		14-MV-342334	($495.94)	OVERPAYMENT
NISSAN INFINITI LT		14-MV-345946	($310.52)	ABATEMENT
NISSAN INFINITI LT		14-MV-345728	($268.12)	PRORATION
NISSAN INFINITI LT		14-MV-346302	($101.71)	PRORATION
NISSAN INFINITI LT		14-MV-346012	($467.79)	ABATEMENT
OSORIO CATHERINE		14-MV-347912	($22.38)	PRORATION
RIVERA ELIEZER		14-MV-353620	($13.61)	PRORATION
RIVERA SANTOS I		14-MV-353734	($53.96)	PRORATION
WHEELS LT		14-MV-368691	($163.67)	PRORATION
FISCHER CHARLES		15-RE-109154	($177.99)	OVERPAYMENT
HALLOCK GERARD P & JUDITH S	($900.00)	12-RE-111473	($285.00)	ABATE SEWER USE FEE
		13-RE-111456	($300.00)	ABATE SEWER USE FEE
		14-RE-111453	($315.00)	ABATE SEWER USE FEE

SPECIAL REQUEST

CORELOGIC RE: 2 MUFFIN LN	($11,596.60)	13-RE-102778	($4,992.19)	PAID IN ERROR
		14-RE-102842	($6,604.41)	PAID IN ERROR

CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

NORWALK
The Sound of Connecticut

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: July 14, 2016
Re: Narrative for June, 2016 Tax Collector's Report

Through the end of June, 2016, and the end of the fiscal year, we collected nearly $296 million, or 99.12% of our nearly $300 million adjusted tax levy. In addition, as of the end of June 2016, we collected nearly $14.5 million of our sewer use levy, or 99.04%. We also collected 90.65% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. . Compared with last fiscal year, we ended the year slightly ahead relative both to current taxes (.35%) and to current sewer use collections (.42%).

Also through the month of June, 2016, we collected more than $4.1 million (net) in back taxes, interest, lien fees and other fees. In spite of our best efforts, that amount appears to fall short of what we collected in back taxes during the prior fiscal year, however. This is because back tax collections are impacted by tax credits stemming from reductions from court cases brought by taxpayers challenging their property assessments. Although back tax collections usually spike during tax sale years, and the 'gap' between the current and the prior year narrowed, nonetheless, our back tax collections were outpaced by prior years' assessment reductions and tax credits. The $4.1 million collected is a 'net' figure that is reduced by credits and reductions given on prior years' taxes to taxpayers as a result of those court appeals.

Our new 2015 grand list tax bills were mailed on Friday, June 17. We collected more than $16 million during the month of June on that new levy. The last day on which to pay those taxes without penalty is Monday, August 1. There were no issues relative to either the mailing or the billing beyond the issue previously identified involving bad addresses and problems stemming from the data conversion at the state of Connecticut Department of Motor Vehicles. As a new consequence of the data and systems conversion that the DMV undertook last summer, some Connecticut taxpayers may receive motor vehicle tax bills from the wrong municipality this summer and this coming winter. If anybody receives a motor vehicle tax bill from a town where they do not reside or have a vehicle garaged, they will need to contact *the Assessor in the town that issued the incorrect bill* as soon as possible in order that the bill may be transferred to the proper town for proper and timely billing. The Norwalk tax collector's and assessor's offices were aware of the problem even before the bills were mailed and we are trying to work with taxpayers who have been affected. We have information available on our website and at our offices to facilitate making changes to erroneous DMV records. The problems have been significant, and as in the past, are exacerbated by lack of response and long waits at the DMV.

Our tax sale is now less than one week away and the remainder of this narrative will focus on that endeavor. In November 2015 the Tax Collector's office began working on this tax sale. Ultimately, the amount anticipated to be collected from this sale was about $4 million, and the total number of properties involved was 169. The sale process formally began in March 2016. As of this writing, we have 24 properties left in the tax sale. 144 of the properties scheduled for tax sale have paid in full. Those payments, together with numerous partial payments on accounts remaining in the sale, total more than $3.5 million in tax collections. There will likely be a few more paying off tomorrow and we expect to be left with twenty or so, plus the 52 boat slips (marina slip units).

At the time the notices were filed, the sale included: single family residential properties; multi-family residential properties; residential condominium units; commercial / professional condominium units; storage units; garage units; co-op apartments; and commercial properties, including a strip mall; a theatre; an indoor sports arena; restaurants; a social club; manufacturing buildings; an automobile repair / muffler repair facility; retail facilities; commercial / residential buildings; also: non-conforming lots; island property; boat slips (docks); and vacant land. The criteria for inclusion in the 2016 tax sale was: $17,000 or more past due, regardless of the length of time; or property three or more years in arrears, regardless of dollar amount owed. If a property met either criteria, it was included in this sale. Properties are not removed from the tax sale until all taxes and associated fees are paid in full.

An informational packet describing the tax sale process for potential bidders may be purchased in the tax collector's office for $25. The packet includes a complete description of the process, instructions for potential bidders, and copies of the relevant state statutes. The tax collector's office encourages those who think they may be interested in the process to buy the packet and become educated about tax sales, before deciding to bid. The purpose of the tax sale is to collect past due taxes and to maintain a high current tax collection rate, and not necessarily to redistribute property ownership.

The tax sale appears on the city's website at http://my.norwalkct.org/etaxsale/ . The site shows our progress to date, and includes information about each of the properties, links to the field cards for each property, copies of all the legal notices, and other information.

We appreciate the necessary and continued support of the Administration and political decision makers in this process. The tax sale is open to the public and anybody may attend. We will begin registering bidders at 3 pm on Monday July 18 in the Concert Hall. At about 4 pm we will read the rules of the sale and answer any questions potential bidders may have about the process. The sale itself starts at 5 pm. The sale is conducted by the Norwalk Tax Collector's Office staff with assistance from some other departments and tax collector colleagues from other Connecticut towns who come to participate in the process and learn how to conduct a tax sale. Anybody is welcome to attend and observe.

TAX COLLECTOR'S REPORT
JUNE 30, 2016

FISCAL YEAR 2015-2016 (2014 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 15 - JUN 16	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	$17,433,300.64	$16,333,471.37	93.69%	$17,158,784.38	($274,516.26)	95.19%
AUTOMOBILE-SUPPLEMENTAL	$2,846,741.63	$2,532,422.06	88.96%	$2,820,394.81	($26,346.82)	89.79%
PERSONAL PROPERTY	$18,492,367.14	$18,181,995.77	98.32%	$18,496,645.74	$4,278.60	98.30%
REAL ESTATE	$261,229,545.62	$258,936,687.55	99.12%	$260,136,601.59	($1,092,944.03)	99.54%
TOTAL TAX	$300,001,955.03	$295,984,576.75	98.66%	$298,612,426.52	($1,389,528.51)	99.12%
SEWER USE	$14,660,068.00	$14,496,202.55	98.88%	$14,636,131.00	($23,937.00)	99.04%
IPP FEE	$189,750.00	$196,261.55	103.43%	$216,500.00	$26,750.00	90.65%

FISCAL YEAR 2014-2015 (2013 GRAND LIST)	ORIGINAL LEVY	JUN 14 - JUN 15	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	$16,706,950.43	$15,594,739.52	93.34%	$16,365,134.12	($341,816.31)	95.29%
AUTOMOBILE-SUPPLEMENTAL	$2,704,431.83	$2,374,616.58	87.60%	$2,703,421.35	($1,010.48)	87.84%
PERSONAL PROPERTY	$17,794,935.82	$17,066,919.21	95.91%	$17,454,641.80	($340,294.02)	97.78%
REAL ESTATE	$257,672,948.38	$255,242,773.81	99.06%	$257,371,740.30	($301,208.08)	99.17%
TOTAL TAX	$294,879,266.46	$290,279,049.12	98.44%	$293,894,937.57	($984,328.89)	98.77%
SEWER USE	$13,851,424.00	$13,609,162.44	98.25%	$13,799,692.00	($51,732.00)	98.62%
IPP FEE	$191,250.00	$192,088.57	100.44%	$216,750.00	$25,500.00	88.62%
TAX DIFFERENCE 2014 G.L. vs. 2013 G.L. INCREASE/(DECREASE)	$5,122,688.57	$5,705,527.63	0.22%	$4,717,488.95	($405,199.62)	0.35%
SEWER DIFFERENCE 2014 G.L. vs. 2013 G.L. INCREASE/(DECREASE)	$808,644.00	$887,040.11	0.63%	$836,439.00	$27,795.00	0.42%
IPP DIFFERENCE 2014 G.L. vs. 2013 G.L. INCREASE/(DECREASE)	($1,500.00)	$4,172.98	2.99%	($250.00)	$1,250.00	2.03%

BACK TAXES COLLECTED	FISCAL YR 2015-2016 (JUL 15 - JUN 16)	FISCAL YR 2014-2015 (JUL 14 - JUN 15)	CUR YR vs.PRIOR YR INC/(DEC)
PRIOR TAXES	$2,001,641.19	$2,773,106.75	($771,465.56)
PRIOR SEWER USE FEE	$157,960.79	$152,463.02	$5,497.77
PRIOR IPP FEE	$16,671.53	$15,070.18	$1,601.35
TOTAL PRIOR TAX, SEWER & IPP	$2,176,273.51	$2,940,639.95	($764,366.44)
CURRENT INTEREST	$801,364.16	$797,850.39	$3,513.77
PRIOR INTEREST	$916,219.33	$888,620.08	$27,599.25
SEWER USE FEE INTEREST	$90,788.66	$75,677.93	$15,110.73
IPP FEE INTEREST	$7,893.89	$6,626.63	$1,267.26
TOTAL INTEREST COLLECTED	$1,816,266.04	$1,768,775.03	$47,491.01
PRIOR LIEN FEE	$14,426.95	$13,920.00	$506.95
CURRENT LIEN FEE	$11,217.09	$10,296.00	$921.09
TOTAL LIEN FEE COLLECTED	$25,644.04	$24,216.00	$1,428.04
MISC FEES COLLECTED**	$135,277.82	$174,981.87	($39,704.05)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	$4,153,461.41	$4,908,612.85	($755,151.44)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION
** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS

TAX COLLECTOR'S REPORT
JUNE 30, 2016
ADVANCE COLLECTIONS

FISCAL YEAR 2015-2016 (2015 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 2016	COLLECTION %	CORRECTED LEVY*	COLLECTION %
AUTOMOBILE-REGULAR	$17,749,640.53	$2,003,470.02	11.29%	$17,734,760.37	11.30%
PERSONAL PROPERTY	$19,959,243.96	$831,105.37	4.16%	$19,959,981.00	4.16%
REAL ESTATE	$265,387,336.38	$13,093,485.66	4.93%	$265,094,038.41	4.94%
TOTAL	$303,096,220.87	$15,928,061.05	5.26%	$302,788,779.78	5.26%
SEWER USE FEE	$15,359,855.00	$617,931.45	4.02%	$15,365,697.00	4.02%
IPP FEE	$212,250.00	$27,250.00	12.84%	$212,250.00	12.84%

FISCAL YEAR 2015-2016 (2014 GRAND LIST)	ORIGINAL LEVY	JUN 2015			
AUTOMOBILE-REGULAR	$17,433,300.64	$2,633,809.96	15.11%	$17,406,536.95	15.13%
PERSONAL PROPERTY	$18,492,367.14	$915,941.95	4.95%	$18,492,106.74	4.95%
REAL ESTATE	$261,229,545.62	$12,188,455.99	4.67%	$261,247,024.19	4.67%
TOTAL	$297,155,213.40	$15,738,207.90	5.30%	$297,145,667.88	5.30%
SEWER USE FEE	$14,660,068.00	$493,622.16	3.37%	$14,655,658.00	3.37%
IPP FEE	$189,750.00	$37,251.08	19.63%	$216,750.00	17.19%
DIFFERENCE 2015 G.L. vs. 2014 G.L. TAX ONLY - INC/(DEC)	$5,941,007.47	$189,853.15	-0.04%	$5,643,111.90	-0.04%
DIFFERENCE 2015 G.L. vs. 2014 G.L. SEWER USE FEE ONLY - INC/(DEC)	$699,787.00	$124,309.29	0.66%	$710,039.00	0.65%
DIFFERENCE 2015 G.L. vs. 2014 G.L. IPP FEE ONLY - INC/(DEC)	$22,500.00	($10,001.08)	-6.79%	($4,500.00)	-4.35%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

CITY OF NORWALK, DEPARTMENT OF FINANCE
Robert Barron, CPFO
Director of Finance
rbarron@norwalkct.org

P: 203-854-7870 / F: 203-854-7848
125 East Avenue, PO BOX 5t25
Norwalk, CT 06856-5125

August 4, 2016

Finance Committee and Common Council Members:

I recommend the approval of the Washington Village Phase I Tax Abatement proposal subject to final revisions by the city's Corporation Counsel as noted in the attached document. I believe that the Washington Village Redevelopment project will be a great benefit to the city by replacing a distressed area with a new mixed income community. Everything about the proposal is very impressive, from the redevelopment of the area to the dramatic change of environment for the community's residents. As Michael Stewart and Bill O'Brien of the city's Assessor office maintain, this is not a property assessment decision, i.e. how much would we have received in taxes versus how much we are proposed to receive. The simple fact is that the city is receiving no property tax on the property now so this contract, in whatever form you choose to approve, will not only benefit the city's redevelopment goals, but will also increase its tax base.

The terms of the contract have been negotiated with Trinity Financial and I believe the final terms represent the necessary tax break for Trinity to secure investors and complete the development, along with providing the City of Norwalk an appropriate level of property taxes for the life of the agreement. The terms of this proposal are detailed in the abatement document and illustrated in the operating pro forma document and show that the city will receive property taxes of $80 thousand in the first year and close to $107 thousand in the 15th year of the agreement. The terms have been compared to similar developments in the region, specifically the Palmer Square and Westwood Housing Developments in Stamford. This contract represents a higher share of the Effective Gross Income than either of these two developments which is impressive because our contract has a higher mix of rent restricted units (58 of the 80 in Phase I) than the Stamford projects. Please also note that this is only Phase I of the 3-phase development and represents the first 80 units of the final 273 units.

Fred Gilden will detail the terms of the contract in my absence next week, but here is how the tax rates are calculated: $1,000 per unit in each unit's first year, followed by 7.25% of the prior year's (PY) Effective Gross Income (EGI) in years 2-4, and 8.25% of the PY EGI in years 5-15. The EGI in your pro forma document includes the income received by residents, the governmental operating subsidies, less an assumed vacancy rate.

Regards.

RBarron

Robert Barron, CPFO
Director of Finance

Barron, Robert

From:	Beltz-Jacobson, Diane
Sent:	Friday, July 29, 2016 3:16 PM
To:	Kimmel, Bruce I.; Stewart, Michael; Biagiarelli, Lisa; O'Brien, William
Cc:	Barron, Robert
Subject:	Sending: #4107166v2_SG WV Phase One - Tax Agreement 7 22 16 redline (00017424).docx (00017751).DOCX
Attachments:	#4107166v2_SG WV Phase One - Tax Agreement 7 22 16 redline (00017424).docx (00017751).DOCX

To All: I have attached a revised copy of the Tax Agreement that is being considered by the City in connection with the Washington Village Housing Project. The substantive/ material changes that I have worked on this week with Trinity Financial are highlighted. I am waiting for the Housing Authority to complete its review and get back to me before finalizing the document.
If you have any questions or comments regarding this please let me know as soon as possible.
Regards,
Diane

Diane Beltz-Jacobson
Assistant Corporation Counsel
City of Norwalk, Connecticut 06851

203-854-7750 (office)
203-854-7913 (direct)

NORWALK
The Sound of Connecticut

DRAFT: For Review/WH REVISION 10.29.14/Trinity&City Revision 11.6.14/NHA Revision 11.19.14/Trinity Revision 11.20.14/Trinity Revision 4.30.2015/S&G Revision 6/11/15; revised by Trinity with RJYScomments6.30.2015; revised by Trinity 7.22.16

TAX AGREEMENT BETWEENTHE CITY OF NORWALK, THE HOUSING AUTHORITY OF THE CITY OF NORWALK, AND TRINITY WASHINGTON VILLAGE PHASE ONE LIMITED PARTNERSHIP

THIS AGREEMENT, made as of this_____day of______________, 2016 is between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut and located in the County of Fairfield in said State (the "City"), acting herein by Harry W. Rilling, its Mayor, hereunto duly authorized, the **HOUSING AUTHORITY OF THE CITY OF NORWALK**, a public body corporate and politic, acting herein by Curtis O. Law, its Executive Director, duly authorized (the "Housing Authority"), and **TRINITY WASHINGTON VILLAGE PHASE ONE LIMITED PARTNERSHIP**, a limited partnership created and existing under the laws of the Commonwealth of Massachusetts and having its principal office at c/o Trinity Financial, Inc., Federal Street, 4th floor, Boston, Massachusetts 02110 (the "Partnership"), acting herein by Trinity Washington Village Phase One, Inc., its General Partner, hereunto duly authorized.

WITNESSETH

WHEREAS, the Norwalk Housing Authority is the record holder of title to certain real property located at 13 and 20 Day Street, Norwalk, Connecticut, more particularly described in **Schedule A**, which is attached hereto and incorporated into this Agreement (the "Property"); and

WHEREAS, by virtue of a certain Ground Lease Agreement dated _______________, 2015, a memorandum of which is recorded in the Norwalk Land Records in Volume ______, Page _______, the Housing Authority leased its interests in the Property to the Partnership for a period of ninety-nine (99) (the "Lease") years for the purpose of constructing thereon certain improvements consisting of low and moderate income housing units and related improvements (collectively, the "Improvements") to be identified as Washington Village Phase One (the "Housing Project"); and

WHEREAS, the Housing Project is the initial phase of a larger multi-phase redevelopment effort that will replace some of the oldest public housing in the State of Connecticut, the 136-unit Washington Village property (the "Existing Housing Project"), with a new 273-unit, mixed-income community; and

WHEREAS, the redevelopment of the Existing Housing Project is the "housing" component of a comprehensive master plan called the "South Norwalk/Washington Village Neighborhood Transformation Plan," ("the Transformation Plan") which was formally approved and adopted by the City's Common Council on May 28, 2013; and

WHEREAS, the Plan is included in the City's Community Development Block Grant

Consolidated Plan, 2015-2019, which was formally approved by the Common Council on May 12, 2015; and

WHEREAS, the Property is located in an area proposed to be included in Norwalk's TOD District Redevelopment Plan which is a redevelopment plan pursuant to Connecticut General Statutes 8-127; and

WHEREAS, the Housing Authority and the City in their desire to support the implementation of the Transformation Plan collectively submitted an application in September 2013 to the US Department of Housing and Urban Development ("HUD") for a Choice Neighborhoods Implementation Grant ("CNI Grant"); and

WHEREAS, HUD awarded the Housing Authority and the City a $30 million Implementation Grant in June 2014 to support the implementation of the Transformation Plan; and

WHEREAS, the Partnership intends to complete the construction of the Housing Project on the Property to create eighty (80) units of mixed-income housing consisting of forty (40) rent- and income-restricted affordable replacement public housing units serving "extremely low- and very low-income households with incomes less than or equal to fifty percent (50%) of Area Median Income (AMI), eighteen (18) rent- and income-restricted affordable non-public housing units serving low-income households with incomes less than or equal to sixty percent (60%) of AMI, and twenty-two (22) unrestricted market rate non-public housing units; and

WHEREAS, the parties believe that the implementation of the Transformation Plan and successful construction and operation of the Housing Project will help to stabilize the South Norwalk neighborhood by reclaiming and reactivating two long vacant and blighted Brownfield sites and de-concentrating poverty through the creation of a mixed-income community; and

WHEREAS, the Partnership has committed to apply the rental income generated by the (22) unrestricted market rate non-public housing units and the (18) rent- and income-restricted affordable non-public housing units to offset any operating losses generated by the (40) replacement public housing units and to finance certain necessary facilities and services to ensure the Housing Project is maintained and operated in a safe, clean and otherwise appropriate condition; and

Formatted: Highlight

WHEREAS, the Housing Project will be financed in part by a loan from the Housing Authority to the Partnership utilizing State of Connecticut Department of Housing Disaster Relief Funds (the "DOH") and in part by Low Income Housing Tax Credits; and

WHEREAS, the City is authorized to enter into written agreements fixing assessments on real estate to be used for certain multifamily housing projects to be constructed in a redevelopment area pursuant to Section 12-65 and 8-144 of the Connecticut General Statutes; and

Formatted: Highlight

WHEREAS, the City is willing to enter an agreement pursuant to 12-65 and 8-144 of the Connecticut General Statutes as to "Taxes" (as defined below); and

WHEREAS, the City is willing to enter such a tax agreement with the Partnership and the Housing Authority in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The City hereby enters an agreement (the "Tax Agreement") as to real property taxes assessed on the Property and the Improvements (the "Taxes") to the extent and so long as the Property is used for the purpose of providing housing for low and moderate income persons and families, as defined by the U.S. Department of Housing and Urban Development, and updated annually, as set forth herein.

Formatted: Highlight

2. The Partnership, the Housing Authority, and the City hereby agree that the Partnership, as tenant under the Lease with the Housing Authority, shall pay Taxes with respect to the Property and Improvements (collectively, the "Property") as follows:

(a) The Partnership shall commence paying Taxes in the tax year (the "Initial Tax Year") in which the earliest of the following occurs:
   i) The Property's first Certificate of Occupancy or Temporary Certificate of Occupancy is issued; or,
   ii) The Property is producing rental income.

(b) The Initial Tax Year's property tax liability shall be determined by multiplying the number of housing units for which a certificate of occupancy has been issued by $1,000, provided that an appropriate pro rata calculation shall be made with respect to the sum payable reflecting the number of full months during the Initial Tax Year for which the Property possessed its certificate(s) or temporary certificate(s) of occupancy or was producing rental income.

(c) Except as provided in Item (e) below, for the first three (3) tax years subsequent to the Initial Tax Year the Property's annual tax liability shall equal seven and one quarter percent (7.25%) of the Property's previous fiscal year's Effective Gross Income (the "EGI") (defined below) as set forth in the Partnership's audited financial statements, which statements the partnership agrees to provide tot the

Formatted: Highlight

City's Tax Assessor on or before June 1 in each calendar year throughout the effective term of this Agreement. Thereafter, beginning with the fourth (4th) tax year following the Initial Tax Year, the Property's annual tax liability shall equal eight and one quarter percent (8.25%) of the Property's previous fiscal year's EGI. .

(d) EGI is defined as the Property's gross rental income received plus any operating subsidies received, including those provided by HUD under the Property's Annual Contributions Contract (the "ACC") plus parking rental income and all other ancillary real property-related income received, if any.

(e) If, however, the general method of property tax valuation and assessment would result in an amount that is less than the amount required pursuant to the preceding sentence, the Partnership shall pay the lower amount.

3. The Partnership, the Housing Authority and the City agree that the Taxes, as calculated, should at all times represent an assessment that shall not be less than the assessment of the last regular assessment date of the Property without such Improvements.

4. The term of this Tax Agreement shall be the first to occur of (i) fifteen (15) years from the date of completion of the Project as reflected by the issuance of a certificate of occupancy for the 80th unit in the Housing Project or (ii) sixteen (16) years from the date when all parties have signed the Agreement.. Nothing in this Agreement shall prevent the Partnership, Housing Authority and City from entering into a further agreement pursuant to Connecticut General Statutes § 12-65 to take effect upon the expiration of this Agreement, or to extend this Agreement in the event that the time limits in § 12-65 are amended to permit a longer duration, or to enter into a further agreement or agreements with respect to later phases of the multi-phase development.

5. The Partnership and Housing Authority shall allow the City to perform an audit of their respective financial records , including income tax documents, on a regular periodic basis, as requested by the City's Finance Department. The Partnership and Housing Authority shall allow the City to perform an audit of their respective financial records, including income tax documents, on a regular periodic basis, as requested by the City's Finance Department.If the Partnership has an audit prepared by a Certified Public Accountant, consisting of a statement of all rental and other income, operating costs, a statement of profit and loss, a balance sheet, and a statement of disposition of funds for the preceding year an audit may not be required from the Partnership as long as such documentation is made available to the City in a timely manner in accordance with paragraph 8 hereof.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 3 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Indent: Left: 0.5"

7. The Partnership and the Housing Authority jointly agree and represent that they shall

comply with all applicable federal, state and local laws, statutes, regulations, ordinances, codes with respect to its ownership of the Property and the operation and maintenance of the Housing Project and the terms of any instruments with a governmental agency having jurisdiction over the Property, including the ELIHC with the CHFA.

8. The Partnership and Housing Authority shall keep full and accurate records regarding the use and operation of the Property and the Project. As long as this Agreement remains in effect, the Partnership and Housing Authority shall, at the request of the City, make their respective financial books and records with respect to the Property and the Housing Project available to the City, its officers, employees, authorized agents and independent contractors for review, inspection, reproduction and audit. All financial books and records of the Partnership delivered to the City shall be deemed confidential information. The City agrees that the financial books and records will be kept confidential and that the City shall not, without the prior written consent of the Partnership, disclose the same to a third party. The City may disclose the Partnership books and records to those officers, employees, authorized agents and independent contractors who need to review the same for the limited purposes set forth in this Agreement and who expressly agree to the requirement to keep the same confidential. This provision shall survive the expiration or earlier termination of this Agreement and shall permit the City to conduct such an audit of the Partnership's and Housing Authority's records in connection with the agreement hereby granted for the period of four years beyond the last applicable tax due date.

9. In the event this Agreement is terminated, all Taxes due and owing from and after the date of termination shall be paid in accordance with the applicable tax regulations in effect at that time and there shall be no further abatement of the Taxes pursuant to the terms of this Agreement.

10. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Connecticut. Any litigation arising from this Agreement shall be commenced and maintained in the Connecticut Superior Court, Judicial District of Stamford/Norwalk, provided, however, that the City does not waive any defenses it may have as a municipality.

11. If any provision of this Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Agreement shall not be affected.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement.

13. It is understood and agreed by the parties that this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and that

no oral statements or promises or understandings not embodied in this Agreement shall be valid or binding.

14. This Agreement shall inure to the benefit of and shall be binding on the parties and their respective heirs, successors and assigns.

15. The Partnership and Housing Authority hereby represent to the City that they each are a legally existing entity under the laws of the state in which it is organized and that they have and have exercised the required corporate power and authority and have complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume and undertake the responsibilities and obligations created hereunder.

16. The Partnership and Housing Authority hereby further confirm that this Agreement is duly executed and delivered by an authorized officer, partner or representative of each, acting in accordance with such officer's powers and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

17. All notices, requests, demands, approvals, or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given if (i) delivered by hand or by local courier delivery, (ii) sent by recognized overnight delivery service such as Federal Express, or (iii) transmitted by electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i) or (ii) above, addressed as follows:

If to City: City of Norwalk Connecticut
Office of the Mayor
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

With a Copy to: Corporation Counsel
City of Norwalk
125 East Avenue
P.O. Box 798
Norwalk, CT 06856

If to Authority: Housing Authority of the City of Norwalk
24 ½ Monroe Street
Norwalk, CT 06854
Attn: Curtis O. Law, Executive Director

With a Copy to: Berchem, Moses & Devlin, P.C.
75 Broad Street
Milford, CT 06460
Attn: Rolan Young Smith, Esq.

If to Owner: Trinity Washington Village Phase One Limited Partnership
c/o Trinity Financial, Inc.
75 Federal Street, 4th Floor
Boston, MA 02110
Attn: Patrick A. T. Lee

With a Copy to: Trinity Financial, Inc.
75 Federal Street, 4th Floor
Boston, MA 02110
Attn: General Counsel

And to: Nixon Peabody LLP
100 Summer Street
Boston, MA 02110
Attn: Paul Bouton.

RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
200 Public Square, Suite 1550
Cleveland, OH 44114
Attention: Managing Director & General Counsel
Fax No.: (216) 820-4751

Applegate & Thorne-Thomsen, PC
626 West Jackson, Suite 400
Chicago, IL 60661
Attention: Bennett P. Applegate

All such notices and other communications shall be deemed to have been received (i) in the case of hand or local courier delivery on the date of such delivery, (ii) in the case of overnight delivery service, on the date following delivery to such delivery service, and (iii) in the case of telecopy, upon receipt of electronic confirmation thereof.

IN WITNESS WHEREOF, the parties have agreed to the terms of this Agreement as of the date first written above.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK, CONNECTICUT

____

____

By:________________________
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed:________________

TRINITY WASHINGTON VILLAGE PHASE ONE LIMITED PARTNERSHIP

By: Trinity Washington Village Phase One, Inc., general partner

____

By:________________________

Witness

Its
Duly Authorized

____

Witness

Date signed:________________

Signed, Sealed and Delivered
in the Presence of:

HOUSING AUTHORITY OF THE CITY OF NORWALK

____

____

By:________________________
Curtis O. Law
Its Executive Director
Duly Authorized

Date signed:________________

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By:________________________

Finance Committee Special Meeting &
Common Council Regular Meeting

August 9, 2016

OPERATING PRO FORMA – Washington Village Phase One

as of: November 24, 20114

REVENUE

		Units %	Units #	One Year Stabilized Rents: Gross	Utility Allow	Contract
Unit Type						
Market						
	One-Bed	12.50%	10	$ 1,500.00		$ 1,500.00
	Two-Bed	15.00%	12	$ 1,800.00		$ 1,800.00
Subtotal		27.50%	22			
LIHTC (Non-public)						
	One-Bed	6.25%	5	$ 1,396.00	$ (64.00)	$ 1,332.00
	Two-Bed	16.25%	13	$ 1,675.00	$ (71.00)	$ 1,604.00
Subtotal		22.50%	18			
Public Housing Units (PHU)						
	One-Bed	15.00%	12	$ 384.00	$ (64.20)	$ 111.80
	Two-Bed	20.00%	16	$ 396.00	$ (70.68)	$ 325.32
	Three-Bed	10.00%	8	$ 455.00	$ (78.00)	$ 377.00
	Four-Bed	5.00%	4	$ 470.00	$ (85.00)	$ 385.00
Subtotal		50.00%	40			
Gross Rental Income		100.00%	80			
* ACC Operating Subsidy			40	PHU	$ 306.80	per month/unit
Total Gross Income						
Vacancy & Collection Loss						
(less): Market Rate Vacancy			@	5%		
(less): LIHTC Vacancy			@	5%		
(less): PHU Vacancy			@	1.5%		
Effective Gross Income (EGI)						

EXPENSES

		PUPY Year 1	PUPY Years 2-15	PUPY Year 15
Management Fee	per unit	$647	5% of EGI	$ 825
Administrative	per unit	$ 1,546	3% Annual Growth	$ 2,338
Maintenance	per unit	$ 2,311	3% Annual Growth	$ 3,496
Utilities				
Electric	per unit	$ 293	3% Annual Growth	$ 441
Gas	per unit	$ 641	3% Annual Growth	$ 970
Water & Sewer	per unit	$ 670	3% Annual Growth	$ 1,013
Real Estate Taxes	per unit	$ 1,000	See Below Note: Real Estate	$ 1,513
Insurance	per unit	$ 585	3% Annual Growth	$ 885
Resident Services	per unit	$ 500	3% Annual Growth	$ 756
Security	per unit	$ 617	3% Annual Growth	$ 933
Misc	per unit	$ 117	3% Annual Growth	$ 177
Subtotal	per unit	$8,927		
Replacement Reserve	per unit	$ 350	3% Annual Growth	$ 529
Total Operating Expenses	per unit	$ 9,277		

Annual Projections (Years 1–8)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Market One-Bed	$ 180,000	$ 183,600	$ 187,272	$ 191,017	$ 194,838	$ 198,735	$ 202,709	$ 206,761
Market Two-Bed	$ 259,200	$ 264,384	$ 269,672	$ 275,065	$ 280,566	$ 286,178	$ 291,901	$ 297,739
Subtotal	$ 439,200	$ 447,984	$ 456,944	$ 466,082	$ 475,404	$ 484,911	$ 494,610	$ 504,502
LIHTC One-Bed	$ 79,920	$ 81,518	$ 83,149	$ 84,812	$ 86,508	$ 88,238	$ 90,003	$ 91,803
LIHTC Two-Bed	$ 250,224	$ 255,228	$ 260,333	$ 265,540	$ 270,851	$ 276,268	$ 281,793	$ 287,429
Subtotal	$ 130,144	$ 336,746	$ 343,482	$ 350,352	$ 157,159	$ 364,506	$ 371,796	$ 179,232
PHU One-Bed	$ 46,339	$ 47,268	$ 48,211	$ 49,176	$ 50,159	$ 51,162	$ 52,185	$ 53,229
PHU Two-Bed	$ 62,461	$ 63,711	$ 64,985	$ 66,285	$ 67,610	$ 68,962	$ 70,342	$ 71,749
PHU Three-Bed	$ 38,192	$ 36,916	$ 17,654	$ 38,407	$ 39,175	$ 39,959	$ 40,758	$ 41,575
PHU Four-Bed	$ 18,480	$ 18,850	$ 19,227	$ 19,611	$ 20,001	$ 20,403	$ 20,811	$ 11,228
Subtotal	$ 163,475	$ 166,742	$ 170,077	$ 173,478	$ 176,948	$ 180,487	$ 184,097	$ 187,779
Gross Rental Income	$ 932,817	$ 951,472	$ 970,508	$ 989,812	$ 1,009,711	$ 1,029,906	$ 1,050,503	$ 1,071,513
* ACC Operating Subsidy	$ 147,264	$ 147,264	$ 141,264	$ 147,264	$ 147,264	$ 147,264	$ 147,264	$ 147,264
Total Gross Income	$ 1,080,081	$ 1,098,736	$ 1,117,767	$ 1,137,176	$ 1,156,975	$ 1,177,170	$ 1,197,767	$ 1,218,777
(less): Market Rate Vacancy	$ (21,960)	$ (22,399)	$ (22,847)	$ (23,304)	$ (23,770)	$ (24,246)	$ (24,751)	$ (25,225)
(less): LIHTC Vacancy	$ (16,507)	$ (16,837)	$ (17,174)	$ (17,518)	$ (17,868)	$ (18,225)	$ (18,590)	$ (18,962)
(less): PHU Vacancy	$ (5,722)	$ (5,836)	$ (5,953)	$ (6,072)	$ (6,193)	$ (6,317)	$ (6,443)	$ (6,572)
Effective Gross Income (EGI)	$ 1,035,892	$ 1,053,664	$ 1,071,793	$ 1,090,283	$ 1,109,144	$ 1,128,382	$ 1,148,003	$ 1,168,018
YoY Growth		2%	2%	2%	2%	2%	2%	2%
Management Fee	$ 51,780	$ 52,683	$ 53,590	$ 54,514	$ 55,457	$ 56,414	$ 57,400	$ 58,401
Administrative	$ 123,680	$ 127,390	$ 131,212	$ 135,148	$ 139,203	$ 143,379	$ 147,680	$ 152,111
Maintenance	$ 184,880	$ 190,416	$ 196,130	$ 202,021	$ 208,084	$ 114,327	$ 220,756	$ 227,179
Electric	$ 23,440	$ 14,143	$ 24,087	$ 25,614	$ 26,382	$ 17,171	$ 27,989	$ 28,826
Gas	$ 51,280	$ 52,818	$ 54,403	$ 56,035	$ 57,716	$ 59,448	$ 61,211	$ 63,068
Water & Sewer	$ 53,600	$ 55,208	$ 56,864	$ 58,570	$ 60,327	$ 62,117	$ 64,001	$ 65,911
Real Estate Taxes	$ 80,000	$ 75,102	$ 76,391	$ 77,785	$ 89,948	$ 91,504	$ 93,092	$ 94,710
Insurance	$ 46,800	$ 48,204	$ 49,650	$ 51,140	$ 52,674	$ 54,254	$ 55,882	$ 57,558
Resident Services	$ 40,000	$ 41,200	$ 42,436	$ 43,709	$ 45,020	$ 46,371	$ 47,762	$ 49,195
Security	$ 49,360	$ 50,841	$ 52,366	$ 53,937	$ 55,555	$ 57,221	$ 58,938	$ 60,707
Misc	$ 9,360	$ 4,641	$ 9,930	$ 10,228	$ 10,535	$ 10,851	$ 11,176	$ 11,512
Subtotal	$ 714,160	$ 727,857	$ 747,848	$ 768,623	$ 800,902	$ 821,085	$ 845,908	$ 869,390
Replacement Reserve	$ 28,000	$ 18,840	$ 29,705	$ 30,596	$ 31,514	$ 32,460	$ 33,433	$ 34,436
Total Operating Expenses	$ 742,160	$ 756,497	$ 777,554	$ 799,220	$ 832,416	$ 855,544	$ 879,341	$ 903,826
YoY Growth		2%	2%	2%	4%	2%	2%	2%
NET OPERATING INCOME	$ 293,732	$ 297,166	$ 294,239	$ 291,063	$ 276,728	$ 272,838	$ 268,662	$ 264,192
Debt Service	$ 202,168	$ 202,168	$ 202,168	$ 202,168	$ 202,168	$ 202,168	$ 202,168	$ 202,168
Net Cash Flow	$ 91,564	$ 94,998	$ 92,071	$ 88,895	$ 74,560	$ 70,670	$ 66,494	$ 62,024
Debt Coverage Ratio (Net Operating Income / Debt Service)	1.45	1.47	1.46	1.44	1.37	1.35	1.33	1.31
Real Estate Calculations	$ 1,000	7.25%	7.25%	7.25%	8.25%	8.25%	8.25%	8.15%

Annual Projections (Years 9–15)

	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Market One-Bed	$ 210,899	$ 215,117	$ 219,419	$ 223,807	$ 228,284	$ 232,849	$ 237,506
Market Two-Bed	$ 303,694	$ 309,768	$ 315,963	$ 322,283	$ 328,728	$ 335,303	$ 342,009
Subtotal	$ 514,593	$ 524,885	$ 535,382	$ 546,090	$ 557,012	$ 568,152	$ 579,515
LIHTC One-Bed	$ 93,639	$ 95,512	$ 91,422	$ 99,370	$ 101,358	$ 103,385	$ 105,453
LIHTC Two-Bed	$ 293,177	$ 299,041	$ 305,022	$ 311,122	$ 317,345	$ 323,691	$ 330,165
Subtotal	$ 386,816	$ 394,551	$ 402,444	$ 410,492	$ 418,703	$ 417,076	$ 435,618
PHU One-Bed	$ 54,294	$ 55,380	$ 56,487	$ 57,617	$ 58,769	$ 59,945	$ 61,144
PHU Two-Bed	$ 73,184	$ 14,647	$ 76,140	$ 77,663	$ 79,216	$ 80,801	$ 82,417
PHU Three-Bed	$ 42,406	$ 43,251	$ 44,118	$ 45,000	$ 45,900	$ 46,818	$ 47,755
PHU Four-Bed	$ 21,652	$ 12,085	$ 22,527	$ 22,978	$ 23,417	$ 23,906	$ 24,384
Subtotal	$ 191,534	$ 195,365	$ 199,272	$ 203,258	$ 207,323	$ 111,469	$ 215,699
Gross Rental Income	$ 1,092,943	$ 1,114,803	$ 1,137,098	$ 1,159,840	$ 1,183,036	$ 1,206,697	$ 1,230,832
* ACC Operating Subsidy	$ 147,244	$ 147,264	$ 147,264	$ 147,264	$ 147,264	$ 147,264	$ 147,264
Total Gross Income	$ 1,240,207	$ 1,262,067	$ 1,284,362	$ 1,307,104	$ 1,330,302	$ 1,353,961	$ 1,378,096
(less): Market Rate Vacancy	$ (25,730)	$ (26,244)	$ (26,769)	$ (27,305)	$ (27,851)	$ (28,408)	$ (28,976)
(less): LIHTC Vacancy	$ (19,341)	$ (19,728)	$ (20,122)	$ (20,525)	$ (20,935)	$ (21,354)	$ (21,781)
(less): PHU Vacancy	$ (6,704)	$ (6,838)	$ (6,975)	$ (7,114)	$ (7,256)	$ (7,401)	$ (7,549)
Effective Gross Income (EGI)	$ 1,188,433	$ 1,209,257	$ 1,230,496	$ 1,252,161	$ 1,274,260	$ 1,298,798	$ 1,319,790
YoY Growth	2%	2%	2%	2%	2%	2%	2%
Management Fee	$ 59,422	$ 60,463	$ 61,525	$ 62,608	$ 63,711	$ 64,840	$ 65,989
Administrative	$ 156,674	$ 161,314	$ 166,216	$ 171,202	$ 116,338	$ 181,628	$ 187,077
Maintenance	$ 134,200	$ 241,214	$ 248,483	$ 155,917	$ 263,995	$ 271,903	$ 179,648
Electric	$ 29,693	$ 30,584	$ 11,501	$ 32,446	$ 33,420	$ 34,421	$ 35,455
Gas	$ 64,960	$ 66,909	$ 68,916	$ 70,984	$ 73,111	$ 75,306	$ 77,566
Water & Sewer	$ 61,889	$ 69,956	$ 72,034	$ 74,195	$ 76,421	$ 78,711	$ 81,075
Real Estate Taxes	$ 96,361	$ 98,046	$ 99,764	$ 101,516	$ 103,303	$ 105,126	$ 106,986
Insurance	$ 59,285	$ 61,063	$ 62,895	$ 64,782	$ 66,726	$ 68,727	$ 70,789
Resident Services	$ 50,471	$ 52,191	$ 53,757	$ 55,369	$ 57,030	$ 58,741	$ 60,504
Security	$ 62,528	$ 64,404	$ 66,336	$ 68,324	$ 70,376	$ 72,487	$ 74,661
Misc	$ 11,857	$ 12,213	$ 12,579	$ 12,956	$ 13,345	$ 13,745	$ 14,158
Subtotal	$ 893,550	$ 918,408	$ 943,985	$ 970,302	$ 997,379	$ 1,025,240	$ 1,053,908
Replacement Reserve	$ 15,470	$ 36,534	$ 17,630	$ 38,759	$ 39,921	$ 41,119	$ 42,353
Total Operating Expenses	$ 929,020	$ 954,942	$ 961,615	$ 1,009,060	$ 1,037,301	$ 1,066,354	$ 1,096,260
YoY Growth	3%	2%	3%	3%	2%	2%	3%
NET OPERATING INCOME	$ 259,414	$ 254,315	$ 248,881	$ 243,100	$ 236,959	$ 230,434	$ 223,529
Debt Service	$ 202,168	$ 202,168	$ 202,168	$ 202,168	$ 202,168	$ 202,168	$ 202,168
Net Cash Flow	$ 51,246	$ 52,147	$ 46,113	$ 40,932	$ 34,791	$ 28,271	$ 21,361
Debt Coverage Ratio (Net Operating Income / Debt Service)	1.28	1.26	1.21	1.20	1.17	1.14	1.11
Real Estate Calculations	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%

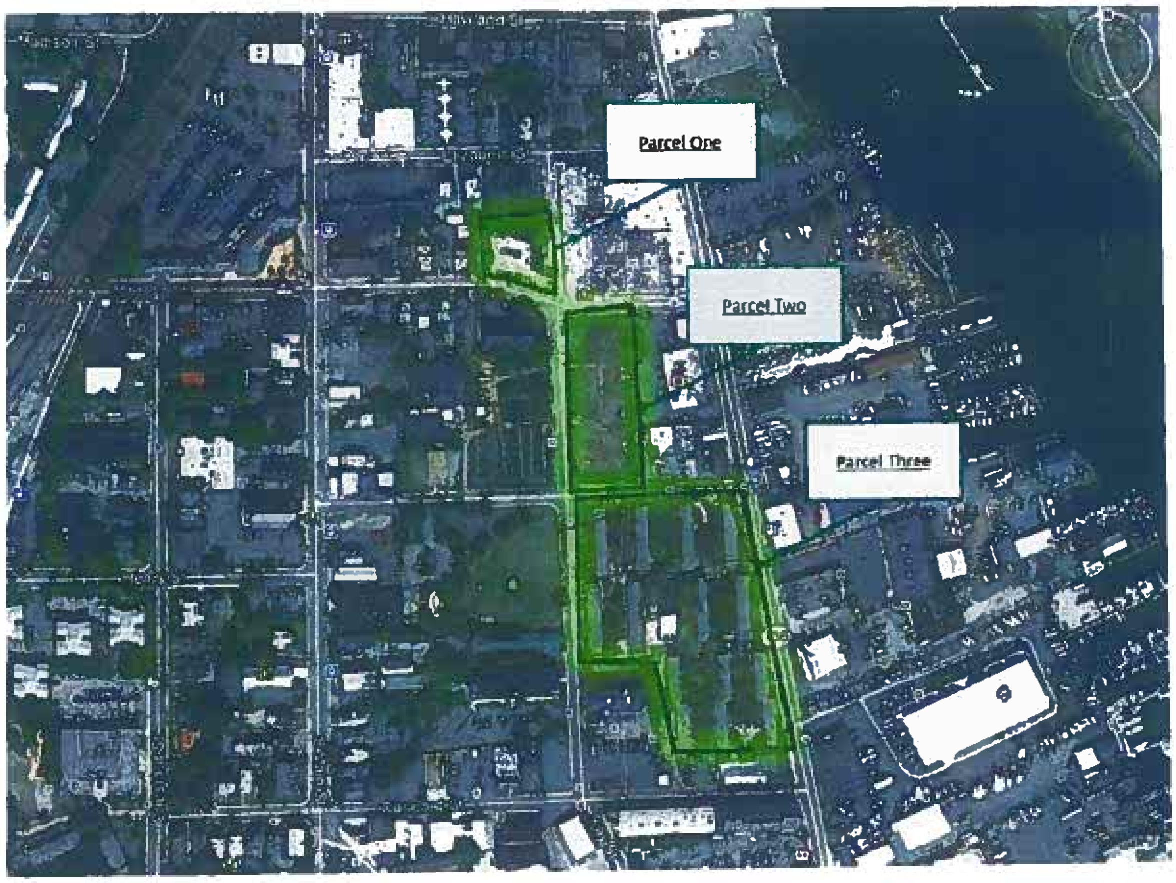
Notes

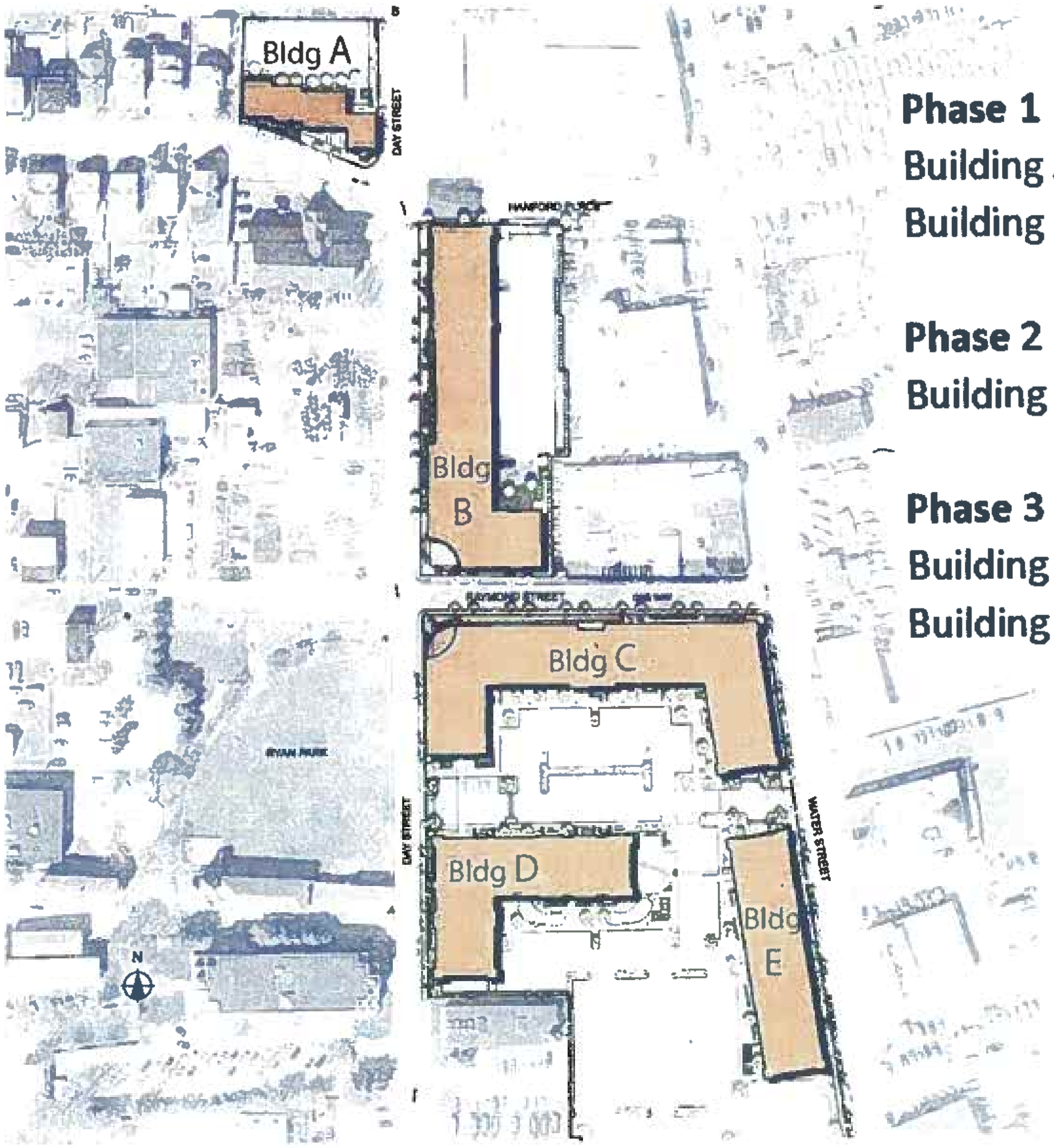
- Market Rate Rents: Based on CBRE market study – February 19, 2013
- LIHTC Rents: Equal to 80% AMI maximum tax credit rents for 2014
- PHU Rents: Based on Washington Village October 2013 rent roll provided by Norwalk Housing Authority
  ACC Operating Subsidy: Based on average per unit contribution as of October 2013 per the Master Developer Agreement between Norwalk Housing Authority and Trinity
- Debt Service: $2,810,000 loan amount, 6.00% rate, 30 year amortization and a 15 year term. Per the Term Sheet with TD Bank dated June 6, 1014, the minimum required DSCR and LTV are 1.15 and 75%, respectively
  Operating Expense Estimates (excluding taxes): Opex estimates, other than real estate taxes, have been provided by Trinity Management based on operating data from comparable affordable and mixed-income properties within the TrinMan portfolio.
- Real Estate Taxes: Year 1 $1,000/unit; Years 2-4 7.25% of the Previous Year's EGI; Years 5-15 8.25% of Previous Year's EGI
- Authorship: This 15-year operating pro forma was produced by Trinity Washington Village Phase One Limited Partnership, an affiliate of Trinity Financial, Inc., in consultation with Trinity Management, LLC.
  with contractual term updates by Robert Barron, Director of Finance, City of Norwalk, CT

Page 185

The New Washington Village:

Constructed on Three Parcels in Three Phases





Phase 1	**80 Units**
Building A:	10 Units
Building B:	70 Units
Phase 2	
Building C:	85 Units
Phase 3	**108 Units**
Building D:	50 Units
Building E:	58 Units

Page 3 of 5

The New Washington Village:
A Mixed-Income Community with Family Housing

The Income Mix

	Proposed Units	
	No.	%
PHU	136	49.8%
LIHTC	67	24.5%
Market Rate	70	25.6%
Total	**273**	**100.0%**

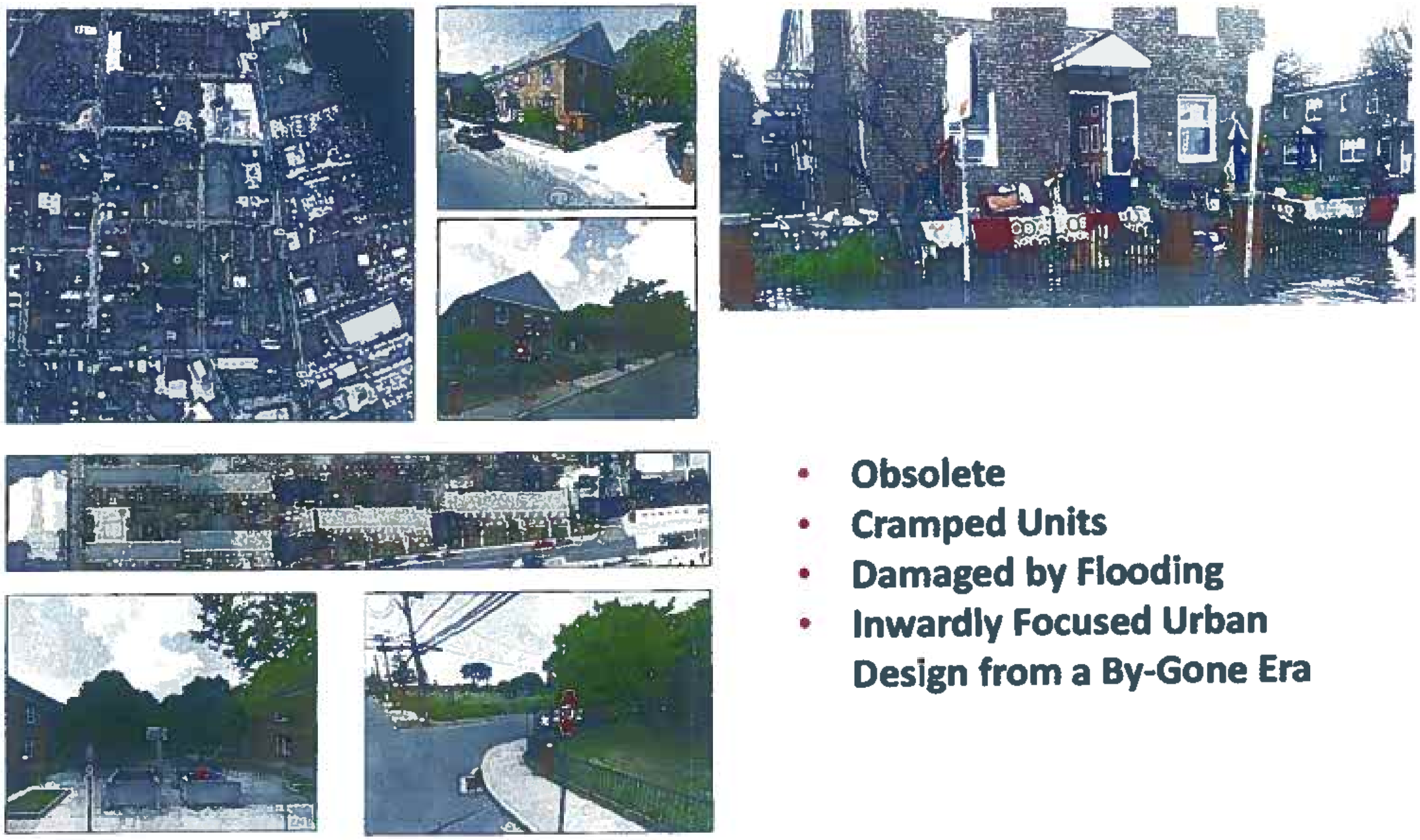
*2014 Area Median Income for Norwalk is $125,100 (Family of Four)

The Unit Mix

	Proposed Units	
	No.	%
One-Bed	95	34.8%
Two Bed	143	52.4%
Three-Bed	31	11.4%
Four-Bed	4	1.5%
Total	**273**	**100.0%**

Current Washington Village:

Oldest Public Housing in CT



- Obsolete
- Cramped Units
- Damaged by Flooding
- Inwardly Focused Urban Design from a By-Gone Era

NORWALK
The Sound of Connecticut

CITY OF NORWALK
Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Director IT

Re: 2016/2017 Technology Refresh Program

Date: July 6, 2016

City Information Technology maintains an inventory database of personal computer workstations, laptops, and printers in City Hall, Libraries (both staff and public access), Public Works Center and Police Department and Fire Stations, including mobile data terminals in police and fire vehicles.

From this inventory, IT annually assesses the condition of all the workstations relative to: equipment age, reliability, supportability, utilization, and overall performance. Based on this assessment, IT develops an annual Technology Refresh Plan and Schedule.

The 2016 / 2017 Technology Refresh Plan calls for the replacement of 121 personal computer workstations with new workstations, tablets, or laptops, 9 ruggedized mobile data terminals for public safety, and approximately 30 monitors which are specified to the City IT equipment and software standards.

The public safety mobile data terminal portion of the Refresh plan accounts for $37,800 of the total Plan. The mobile data terminals are now scheduled for refresh on a 3 year cycle as these units are in use 24x7x365 and installed in vehicles that are subject to extremes in temperature and other demanding conditions. This capital year request will refresh 1/3 of the Police mobile data terminals inventory. The total Public Safety investment in the Plan is $78,736.20

IT, after discussion with the respective department heads, assigns a replacement schedule for each workstation based on its condition and performance. Older PCs that are replaced, but deemed having some useful life, will be "cascaded" to other uses such as training, temporary, loaner/repair, single-use kiosk, or occasional-use systems.

The Technology Refresh continues the electronic asset disposal program started in 2005 which inventories, sanitizes the disk drives (erase to DoD specification), and disposes of obsolete computer equipment in accordance with City Procurement Guidelines and in an environmentally responsible manner.

The 2016 / 2017 Information Technology Capital budget (09170600-5777-C0375) requested and received approval for the funding of $151,814.00 for the Technology Refresh. No special appropriation is required for this project.

This Technology Refresh Plan was unanimously approved by the ITT Committee at its July 6, 2016 meeting.

The specific action I am requesting is as follows:

a. Authorize the Purchasing Agent to issue purchase orders in accordance with City Procurement Guidelines for the supply of personal computers workstations, laptops, ruggedized data terminals, tablets, printers, and obsolete asset disposal according to City IT department specifications for an amount not to exceed $151,813.60, account 09170600-5777-C0375 (budgeted IT capital item; no special appropriation required) and forward onto the Common Council for further action.

ATT: ITT Approval Form

City of Norwalk

Information Technology Department
125 East Ave., Rm203
Norwalk, CT 06850
Phone: 203-854-7714 Fax:203-854-7803

ITT Request Form

2016 2017 Desktop Refresh Program - PCs, Rugged Data Terminals, Printers

Request Number: DRF2016 Modification Number : 0 Date of Request: 06-Jul-16

FUNDED IN CURRENT CAPITAL OR EXPENSE BUDGET: **YES** **CONSISTENT WITH CITY TECHNOLOGY PLAN:** Yes
BUDGET ACCOUNT: **09170600-5777-C0375**

VENDOR DATA

Various Vendors

Separate Reqs to follow over next 12 mon

TO ENCUMBER FUNDS ONLY

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
	Public Safety desktops, laptops	rugged mobile data terminals	various	various	$78,736.20
	Library desktops and laptops for	staff and public use	Dell various	various	$40,235.40
	DPW	staff and public use	Dell various	various	$6,072.00
	City Hall, all others				$26,770.00
				Shipping	
				Total Price	$151,813.60

Date Presented: 06-Jul-16 **Date Approved:** 06-Jul-16

PROJECT 2016 2017 Desktop Refre **ITT Signature:**

CITY OF NORWALK
Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Director IT

Re: Local Area Network Switch Refresh - City Hall & Health Department

Date: July 6, 2016

A switch is a device used on a computer network to physically connect devices, like computers, telephones, copier/scanners, and printers, together. Switches manage the flow of data across a network by only transmitting a received message to the device for which the message was intended.

Each networked device connected to a switch is identified and authenticated, allowing the switch to regulate the flow of traffic. This maximizes the security and efficiency of the network. A LAN switch is an intelligent device that works on an organization's internal network.

Norwalk utilizes LAN switches in all of its buildings connected to the City network, for a total of over 35 switches. Each LAN switch can support up to 48 device connections. The LAN switches installed in City Hall and the Health Department were installed in the spring of 2007 and have a bandwidth capacity limitation of 100 megabytes. These LAN switches are starting to show signs of age with port failures and sluggish through put.

IT has developed a four year capital plan to refresh all the LAN switches on the City network. This refresh plan was introduced in the 2015/2016 IT capital budget submission. The priority for replacement in 2015/2016 was all eight switches at Police Headquarters which was completed in summer of 2015. This current request is to replace another eight switches for City Hall & Health Department.

The ITT Committee unanimously approved this project at its July 6, 2016 meeting. The City will purchase the equipment utilizing the State of Connecticut contract for this type of equipment.

The specific action requested is:

a. *Authorize the Purchasing Agent to issue purchase orders to ePlus Technology (State of CT contract 12PSX0431) for the procurement of Cisco LAN switches for City Hall & Health Department for an amount not to exceed $50,000, account 09170600-5777-C0375 (budgeted IT capital item; no special appropriation required) and forward onto the Common Council for further action.*

Att: ITT Approval Form

City of Norwalk

Information Technology Department
125 East Ave., Rm203
Norwalk, CT 06850
Phone: 203-854-7714 Fax:203-854-7803

ITT Request Form

CISCO LAN Switch Refresh for City Hall and Health

Request Number: CLANCHHD Modification Number : 0 Date of Request: 06-Jul-16

FUNDED IN CURRENT CAPITAL OR EXPENSE BUDGET: YES **CONSISTENT WITH CITY TECHNOLOGY PLAN:** Yes
BUDGET ACCOUNT: **09170600-5777-C0375**

VENDOR DATA

ePlus Technology

State of CT contract # 12PSX0431

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
8	Cisco 48 port LAN switch	Catalyst 3750X 48 port PoE base	WS-C3750X-48PF-L	$5,800.00	$46,400.00
4	Cisco 10gig card	CATALYST 3K-X 10G NET MOD	C3KX-NM-10G	$900.00	$3,600.00
					$0.00
					$0.00
					$0.00
				Shipping	
				Total Price	$50,000.00

Date Presented: 06-Jul-16 Date Approved: 06-Jul-16

PROJECT Switches Ch & HD ITT Signature: signature on file

City of Norwalk
Department of Health
Proposed Fees
July 2016

VII. C

Common Council Action:

To approve the health department fee schedule as set by the Director of Health with the concurrence of the Board of Health at their June 28, 2016 meeting.

City Ordinance

Section 57-5
The Director of Health shall, with the concurrence of the Board of Health and after a public hearing held jointly with the Board of Health, set fees as may be appropriate for services which are rendered by the Department of Health in accordance with the statutes, rules and regulations of the State of Connecticut and the ordinances of the City of Norwalk. Said public hearing shall be held upon no less than five nor more than 15 days' notice of the time and place of such hearing, and said notice shall be published in the form of a legal advertisement appearing in a newspaper having a substantial circulation in the City of Norwalk. Within 30 days of receipt by the City Clerk of notice of the establishment of such fees, the Council may approve or disapprove them. If the Council takes no action within such 30 days, the fees shall be effective as set by the Director and agreed to by the Board. If the Council votes to disapprove, it may itself establish such fees or the Director and Board may submit additional proposals to the Council. All fees shall be deposited with the general fund of the City of Norwalk.

A public hearing was conducted on June 28, 2016. At the Board of Health meeting which followed the public hearing the Board voted to adopt the proposed fee schedule.

The City Clerk was provided notice of the fee schedule on July 15, 2016. The Common Council has 30 days from this date to take action on the fee schedule as proposed becomes effective.

Board of Health Fee Policy

The fee charged for a license or permit must be equal to the cost of providing the service. Fees are reviewed and adjusted annually.

Legal Notice

In accordance with the Norwalk City Code Section 57-5 B. a Public Hearing will be held by the City of Norwalk Board of Health to elicit comment on proposed fees for licenses, permits and services provided by the Norwalk Department of Health. This hearing will take place at the Norwalk Department of Health, 137 East Avenue, Norwalk, Connecticut on Tuesday June 28, 2016 at 5:00 PM in the Library located on the 2nd floor. All persons interested in commenting on this matter are invited to attend.

The proposed fee schedule appears below and is available on the Health Department web site at www.norwalkhealthdept.org

Immediately following the public hearing the Board of Health will conduct the June 2016 Regular Meeting to consider the proposed fee schedule.

Norwalk Health Department
Licenses and Permits Fees
FY 17

Type		Cost	Current Fee	Proposed Fees
Food Establishments				
License				
	Class IV	532	525	530
	Class III	373	365	375
	Class II	215	230	230
	Class I	99	100	100
	Itinerant Vendor	107	250	250
	Temp. Event	57	95	95
	Seasonal	79	175	175
	Reinspection	100	100	100
Plan Review				
	Class IV	129	130	130
	Class III	86	85	85
	Class II	64	65	65
	Class I	43	40	45
Lot Testing		229	225	230
Septic System				
	New	329	320	330
	Repair	329	320	330
Construction		107	105	105
Well		86	85	85
Public Pools				
	Seasonal	231	245	245
	Full year	462	495	495
File Search		21	40	40
Rooming House				

1-10 Rooms	93	90	95
11-20 Rooms	140	140	140
20+ Rooms	187	180	185
CAO	93	90	95
Tenement Reg.	47	45	45
Body Care & Body Art			
License & Inspection	215	210	215
Plan Review	43	40	45
Massage Establishment			
License - Establishment	107	105	105
License - Therapist	71	70	70
Plan Review	43	40	45
Tanning Establishment			
License	86	100	100
Plan Review	43	40	45
Code Enforcement Hearing	0	100	100
Weights & Measures			
Gas Nozzles		50	50.00
Oil Meters		75	75.00
Scales		35	35.00
Taxi Meters		35	35.00
Rabies Test Processing		0	125.00

Norwalk Department of Health

July 28, 2016

Lead Poison Prevention Program

The Norwalk Department of Health was awarded a grant from the State of Connecticut Department of Public Health in the amount of $16,406.00 to conduct a Lead Poison Prevention Program for the period beginning July 1, 2016 through June 30, 2017. Please include this item on the agenda for authorization, worded as follows:

> **Authorize the Mayor, Harry W. Rilling, to execute all documents necessary to apply for and accept funds from the State of Connecticut Department of Public Health to implement a lead poison prevention program for the period July 1, 2016 to June 30, 2017 in the amount of $16,406.**
>
> **Authorize the Mayor, Harry W. Rilling; to execute any and all agreements, documents, instruments or amendments as may be necessary to implement a lead poison prevention program for the period July 1, 2016 to June 30, 2017.**

The Norwalk Health Department staff will screen children for lead poisoning, investigate to determine the source of lead in children with elevated blood lead levels, manage cases of lead poisoned children and provide educational materials to the public and child care providers.

Norwalk Department of Police Service

Memo

To:	Health, Welfare and Public Safety Committee
From:	Lt. Marc Lepore-Norwalk Police Headquarters Commander
CC:	
Re:	2017 Ford Fusion Purchase
Date:	7/2/16

The purchase of 2-2017 Ford Fusions was approved in the FY 2017 Police Department operating budget. Crowley Ford currently holds the state contract for Ford Fusion sales @$18,336.90 per vehicle.
Fleet Auto sales is currently the low bidder for the upfit of these vehicles, contract # 3351, @ $3500 per vehicle. I am requesting authorization as follows:

1. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Crowley Ford, for the purchase of 2-2017 Ford Fusions, for the amount not to exceed $37,000. Account # 01353-5731.
2. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Fleet Auto Sales for the upfit of 2-2017 Ford Fusions, for the amount not to exceed $7000. Account # 01353-5731.

Crowley Ford, LLC
Lincoln and Mercury
225 New Britain Avenue
Plainville, CT. 06062
(860) 793-8885 * Fax (860) 793-4695
www.crowleyauto.com

STATE CONTRACT

Quote Nr: 160712012

DESCRIPTION

Base model	Model Year
P0G	2016

Ford Fusion S Sedan
State of Connecticut contract number 10PSX0239 - Supplement # 41

Base Warranty	3 years / 36,000 miles
Powertrain Warranty	5 years / 60,000 miles

Base Price: $ 17,472.00

Vehicle to include all manufacturers standard and optional equipment as described in the original bid specifications plus the following options:

Option or Model Nr.		Factory Options	QTY	MSRP	Discount	Net Amount
P0G	10%	Sedan S FWD (2017 MY)	1	$ 961.00	$ 96.10	$ 864.90
997	10%	2.5L I4 IVCT	1	$ -	$ -	$ -
44W	10%	Six Speed Automatic Transmission	1	$ -	$ -	$ -
G1	10%	Shadow Black	1	$ -	$ -	$ -
OE	10%	Eco Cloth	1	$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%			$ -	$ -	$ -
	10%					

LESS DISCOUNT PER CONTRACT :
Total FACTORY OPTIONS $ 864.90

Prepared by: Gordon Rapp
GM - Fleet and Municipal Sales

7/12/2016 1:48 PM

	Brand	Discount %	After Market Options	QTY	MSRP	Discount	Net Amount
						$ -	$ -
A.	Other	20%					
			Labor		$ 85.00		
						$ -	$ -
B.	Other	20%					
			Labor		$ 85.00		
						$ -	$ -
C.	Other	20%					
			Labor		$ 85.00		
						$ -	$ -
D.	Other	20%					
			Labor		$ 85.00		
						$ -	$ -
E.	Other	20%					
			Labor		$ 85.00		
			Total net after-market Parts and Labor				$ -
			BID PRICE TOTAL (Unit prices will prevail in the event of a pricing discrepancy):				$ 18,336.90
			Conveyance Fee (if applicable)	####### ##			$ -
			Connecticut Motor Vehicle Registration				$ -
			Total Fees				$ -
			Total Standard, Optional and Aftermarket Equip			each	$ 18,336.90
				2 unit(s)		Grand Total before trade in	$ 36,673.80
			Trade-In Allowance Information				
Year:		Description:					$ -
Miles:		VIN:					
Year:		Description:					$ -
Miles:		VIN:					
Year:		Description:					$ -
Miles:		VIN:				Total Trade in Allowance	$ -
						Grand Total all including Trade-ins	$ 36,673.80

			QTY	EXTERIOR	INTERIOR	
Name:	Norwalk, City of	Factory ordered cars	2	Shadow Black	Eco Cloth	* denotes extra charge color
FIN Code:	QQ243					
VIN:						
VIN:						

Signed

Date

All specifications are subject to verification of manufacturer's published standard and optional equipment

Norwalk Department of Police Service

Memo

To:	Health,Welfare and Public Safety Committee
From:	Lt. Marc Lepore Headquarters Commander NPD
CC:	
Re:	2017 Patrol Vehicle Purchase
Date:	7/2/16

The purchase of 8-2017 Ford Utility Police Interceptors was approved in the FY 2017 Police Department operating budget. MHQ was the low bidder for the vehicle sale @ $28,473 per vehicle. The up-fit for these vehicles also went out to bid, the low bidder was Fleet Auto Supply @ $13,312.00 per vehicle. The radio purchase low bidder was Motorola @ $4766.20each. I am requesting authorization as follows:

1. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to MHQ, the low bidder, for the purchase of eight 2017 Ford Utility Interceptors, for the amount not to exceed $228,000. Account #013053-5731

2. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Fleet Auto Supply, the low bidder, for the up-fit (emergency Lighting/prisoner cage/graphics) for 8- 2017 Police Utility Interceptors, for the amount not to exceed $99,000.

3. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Motorola, the low bidder, for the mobile radios for eight 2017 Ford Utility Police Interceptors, for the amount not to exceed $39,000. Account #013053-5731

Quotation

MHQ, Inc
401 Elm Street
Marlborough, MA 01752

Quote Date: 6/27/2016
Sales Contact: Kim Fritsch
Contact Info: P: 860-788-6816 ext- 2809
Email: kfritsch@mhq.com

Customer: Norwalk PD
Customer Contact: Marc Lepore
Address:
Phone:
Email:

Ford Utility Interceptor 2017 CT Contract Pricing
CT Contract 12PSX0194

Order	Code #	Description of Ford Options	Unit Price	
x	K8A	2017 Ford Utility Interceptor AWO	$26,723.00	$26,723.00
x	Ext	G1 - Shadow 8lack	Std	$0.00
x	Int	9W - Front Cloth, Rear Vinyl	Std	$0.00
x	153	License Plate 8racket	NC	$0.00
x	549	Heated Mirrors	$59.00	$59.00
x	17T	Oome Light	$45.50	$45.50
x	430	Oark Car Feature (Chime and Interior lights)	$18.20	$18.20
x	53M	SYNCH - Voice Activated Comm System	$275.00	$275.00
x	60R	Noise Suppression 8onds	$95.00	$95.00
x	76R	Reverse Sensing	$270.00	$270.00
x	86P	Front Headlight Housing Only	$121.00	$121.00
x	87R	Rear View Camera in Rear View Mirror	N/C	$0.00

		Additional Ford Options		
x	18W	Windows - Rear Pwr Oelete, operable from front	$22.75	$22.75
x	51T	Spot Light - Oriver Only (Whelen LEO 8ulb)	$382.20	$382.20
x	598	Keyed Alike - 1284X	$45.50	$45.50
x	68G	Rear Ooor Handles INOP / Locks INOP	$31.85	$31.85
SMMS11AX		SURVEILLANCE MOOE MOOULE INTERCEPTOR (installed)	$384.33	$384.33
		Total Per Vehicle		$28,473.33
		Number of Vehlcles	8	$227,786.64

Add-On Option:

900	8allistic Door Panels - Orivers Front Ooor Only	$1,442.35	
	Total Per Vehicle with Add-On option		$29,915.68
		8	$239,325.44

FLEET AUTO SUPPLY
EMERGENCY VEHICLE EQUIPMENT
"Protecting those who serve since 1992"

June 27, 2016

Lt. Mark Lepore
Norwalk Police Department

Re: Contract Bid # 3351 Extention

Lt. per your request I am presenting the current contract pricing for Bid award # 3351. This includes any subtractions and or additions to the vehicle equipment specifications per model years may vary.

Ford Explorer Utility equipment and labor cost per vehicle $ 13,312.00

X eight (8) units total $106,496.00

Ford Fusion equipment and labor cost per vehicle $3500.00

X two (2) units total $ $7000.00

Please feel free to contact me with any questions that you may have.

William Chizmadia
Owner Fleet Auto Supply
203 931 0388 phone
203 931 7484 fax
fasbpt@aol.com

MOTOROLA SOLUTIONS

Quote Number: QU0000368453
Effective: 07 JUL 2016
Effective To: 27 SEP 2016

Bill-To:
NORWALK POLICE DEPT, CITY OF
ONE MONROE ST
NORWALK, CT 06854
United States

Ultimate Destination:
NORWALK POLICE DEPT, CITY OF
ONE MONROE ST
NORWALK, CT 06854
United States

Attention:
Name: Lt Marc LePore
Email: mlepore@norwalkct.org
Phone: 2038543052

Sales Contact:
Name: Jared Heon
Email: jheon@norcomct.net
Phone: 2035686976

Contract Number: CONNECTICUT STATE A-99-001
Freight terms: FOB Destination
Payment terms: Net 45

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	8	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	$1,530.50	$12,244.00
1a	8	W22BA	ADD: PALM MICROPHONE	$54.00	$432.00
1b	8	G442AJ	ADD: O5 CONTROL HEAD	$324.00	$2,592.00
1c	8	G66AM	ADD: DASH MOUNT	$93.75	$750.00
1d	8	G24AX	ADD: 3 YEAR SERVICE FROM THE START LITE	$121.00	$968.00
1e	8	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	$386.25	$3,090.00
1f	8	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-
1g	8	G89AC	ADD: NO RF ANTENNA NEEDED	-	-
1h	8	B18CR	ADD: AUXILARY SPKR 7.5 WATT	$45.00	$360.00
1i	8	G51AU	ENH: SMARTZONE OPERATION APX6500	$900.00	$7,200.00
1j	8	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	$3.75	$30.00
1k	8	G361AH	ADD: P25 TRUNKING SOFTWARE	$225.00	$1,800.00
1l	8	GA00580AA	ADD: TDMA OPERATION	$337.50	$2,700.00
2	8	DSCEB30MMT1PA	APX MOBILE BRACKET	$31.45	$251.60
3	4320	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	$1.00	$4,320.00
4	1200	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	$1.00	$1,200.00
5	8	DSMLPV700	MAXRAD MOBILE LOW PROFILE VERTICAL ANTENNA, 700 MHZ	$24.00	$192.00

Total Quote in USD $38,129.60

* This quote contains items with approved price exceptions applied against it

Pricing includes a price exception and should not be considered as normal pricing.

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date

Norwalk Department of Police Service

Memo

To:	Health, Welfare and Public Safety Committee
From:	Lt. Marc Lepore- Norwalk Police Headquarters Commander
CC:	
Re:	BMW Motorcycle Purchase
Date:	7/2/16

The purchase of 2-2016 BMW motorcycles was approved in the FY 2017 Police Department operating budget. Max BMW Motorcycles was the low bidder for the Motorcycle sale @ $27,369.76 per motorcycle. I am requesting authorization as follows:

1. Authorize the purchasing agent to execute a purchase order, on behalf of the Norwalk Police Department, to Max BMW Motorcycles, for the purchase of 2-2016 BMW Motorcycles, for the amount not to exceed $40,000. Account # 01353-5731.

INVOICE

MAX BMW MOTORCYCLES [illegible]

465 Federal Rd
Brookfield, CT 06804

SOLD TO [illegible]

ADDRESS [illegible]

CT LICENSE # N2590

☒ NEW ☐ USED ☐ DEMONSTRATOR

SALESPERSON ZAC [illegible]

DATE 07 [illegible]

YEAR & MAKE	MODEL	CYL	BODY TYPE	COLOR	TRIM
2016 BMW	[illegible]	[illegible]	[illegible]	BLACK [illegible]	N/A

STOCK NO.	V.I.N. NUMBER	TITLE NO.	KEY NO
[illegible]	[illegible]		

Title No. TRADE-IN Reg. No.

YEAR	MAKE	MODEL	TYPE	COLOR	ENGINE
N/A	N/A	N/A	N/A	N/A	N/A

IDENT. NO. N/A MILEAGE N/A

ALLOW. $ BAL. OWED $ NET ALLOW $

BALANCED OWED TO N/A

☒ NO INSURANCE IS INCLUDED IN THIS ORDER

☐ Enter My Order For Insurance as follows:

☐ Accident and Health $ ☐ Life $ ☐ Vender's Single Interest Fee $

My insurance agent: N/A

My company is N/A

DRIVER'S LICENSE NO. N/A

☒ THIS MOTOR VEHICLE IS GUARANTEED FOR 30 ~~DAYS~~ months OR 3000 MILES WHICHEVER COMES FIRST. The dealership will pay 100% of the labor and 100% of the parts for the covered systems repair which renders the vehicle mechanically operational and sound during the warranty period. ALL WORK MUST BE DONE AT THE DEALERSHIP, NO OUTSIDE INVOICE WILL BE HONORED BY THE DEALERSHIP. SIGNATURE ____________________

☐ "AS IS" THIS VEHICLE IS SOLD "AS IS." THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP THEM, EVEN IF WE SELL "AS IS." TO PROTECT YOURSELF, ASK US: 1. TO PUT ALL PROMISES INTO WRITING, AND 2. IF WE OFFER A WARRANTY ON THIS VEHICLE.

SIGNATURE ____________________

THIS MOTOR VEHICLE BEING PURCHASED IS A PREVIOUS

☐ RENTAL ☐ LEASE VEHICLE ☐ TAXI ☐ POLICE ☐ TRADE-IN ☐ AUCTION ☐ BUY ☐ OTHER (INITIAL)

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Buyer's Guide Disclosure

MILEAGE AT TIME OF SALE:	[illegible]
CASH PRICE OF VEHICLE	27,369.76
OPTIONAL EQUIP. & ACCESS:	N/A N/A
Dealer Conveyance Fee The Dealer Conveyance Fee Is Not Payable To The State of CT. This Fee Is Negotiable.	N/A
REGISTRATION, TITLE & FEES	N/A
SALES TAX	N/A
TOTAL CASH PRICE DELIVERED	27,369.76
FINANCE CHARGE	N/A
INSURANCE	N/A
TOTAL TIME PRICE	27,369.76
SETTLEMENT DEPOSIT (NO REFUND OF DEPOSIT) CASH ON DELIVERY	N/A
NET TRADE ALLOWANCE	6,500.00
LIEN HOLDER N/A N/A	
PAYMENTS 1 AT $ 20,869.76 AT $	
TOTAL	20,869.76
ANNUAL PERCENTAGE RATE A.P.R.	N/A %

ALWAYS SHOW VEHICLE IDENTIFICATION NUMBER AND KEY NUMBER

MAX BMW MOTORCYCLES OF CT

465 Federal Rd
Brookfield, CT [illegible]

SOLD TO [illegible]

ADDRESS [illegible]
[illegible]
NORWALK, [illegible]

INVOICE

CT LICENSE # N2586

☒ NEW ☐ USED ☐ DEMONSTRATOR

SALESPERSON [illegible]

DATE [illegible]

YEAR & MAKE	MODEL	CYL	BODY TYPE	COLOR	TRIM
2016 BMW	R1200RT-P	2	MOTORCYCLE	BLACK WHIT[illegible]	[illegible]

STOCK NO.	V.I.N. NUMBER	TITLE NO.	KEY NO.
[illegible]	[illegible]		

Title No. — TRADE-IN — Reg. No.

YEAR	MAKE	MODEL	TYPE	COLOR	ENGINE
N/A	N/A	N/A	N/A	N/A	N/A

IDENT. NO. N/A MILEAGE N/A

ALLOW: $ BAL. OWED $ NET ALLOW. $

BALANCE OWED TO N/A

☐ NO INSURANCE IS INCLUDED IN THIS ORDER

☐ Enter My Order For Insurance as follows:

☐ Accident and Health $ ☐ Life $ ☐ Vender's Single Interest Fee $

My insurance agent: N/A

My company is N/A

DRIVER'S LICENSE NO. N/A

☒ THIS MOTOR VEHICLE IS GUARANTEED FOR 36 months ~~DAYS~~ OR 36000 MILES WHICHEVER COMES FIRST. The dealership will pay 100% of the labor and 100% of the parts for the covered systems repair which renders the vehicle mechanically operational and sound during the warranty period. ALL WORK MUST BE DONE AT THE DEALERSHIP, NO OUTSIDE INVOICE WILL BE HONORED BY THE DEALERSHIP. SIGNATURE ____________

☐ "AS IS" THIS VEHICLE IS SOLD "AS IS." THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP THEM, EVEN IF WE SELL "AS IS." TO PROTECT YOURSELF, ASK US: 1. TO PUT ALL PROMISES INTO WRITING, AND 2. IF WE OFFER A WARRANTY ON THIS VEHICLE.

SIGNATURE ____________

THIS MOTOR VEHICLE BEING PURCHASED IS A PREVIOUS
☐ RENTAL ☐ LEASE VEHICLE ☐ TAXI ☐ POLICE ☐ TRADE-IN
☐ AUCTION ☐ BUY ☐ OTHER (INITIAL)

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Buyer's Guide Disclosure

MILEAGE AT TIME OF SALE:	[illegible]
CASH PRICE OF VEHICLE	[illegible]
OPTIONAL EQUIP. & ACCESS:	N/A
	N/A
Dealer Conveyance Fee The Dealer Conveyance Fee Is Not Payable To The State of CT. This Fee Is Negotiable.	N/A
REGISTRATION, TITLE & FEES	N/A
SALES TAX	N/A
TOTAL CASH PRICE DELIVERED	[illegible]
FINANCE CHARGE	N/A
INSURANCE	N/A
TOTAL TIME PRICE	[illegible].76
SETTLEMENT DEPOSIT (NO REFUND OF DEPOSIT) CASH ON DELIVERY	N/A
NET TRADE ALLOWANCE	[illegible]00.00
LIEN HOLDER	
PAYMENTS 1 AT $ ~~24,269.76~~	
AT $	
TOTAL	[illegible]
ANNUAL PERCENTAGE RATE A.P.R.	N/A %

ALWAYS SHOW VEHICLE IDENTIFICATION NUMBER AND KEY NUMBER

GABRIELLI
TRUCK SALES OF MILFORD
PO Box 3201,401 Old Gate Lane (exit 40-195)
Milford, Connecticut 06460
Phone 203/877-3281 Fax 203/877-0814

VII. D

7/07/2016
City of Norwalk
125 Main Street
Norwalk, CT. 06850

Attention: Joel Grant Fleet Foreman

Reference: Project /Bid # 3432 Single Axle Plow Units

Our dealership is pleased to provide an add-on proposal to the City of Norwalk for Project# 3432. The package would include Two (2) Model Year 2017 Mack Model GU712 and Tenco Body with Plow Package installed to meet or exceed the specifications put forth by the City of Norwalk.

Thank you for the opportunity to provide this proposal and if you have any questions please contact me at your convenience.

Sincerely,

Christopher J.Stadler GM
Gabrielli Truck Sales LTD
1-203-877- 3281

July 31, 2014

NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY – PROJECT #3432
2015 Plow Trucks

Thank you for your response to our Request for Bid Submissions. The following is a summary of the submitted bids for this project.

	Firm	Year	Qty	Manufacturer	Model	Unit Cost	Total Cost	Trade-in Equipment Total Offers
1.	Gabrielli Truck Sales of Milford	2015	2	Mack	GU 712	$214,462.00	$428,924.00	$27,500.00
2.	Hine Bros International	2015	2	International	7600 SFA	$196,257.00	$392,514.00	$18,500.00

Purchasing Department
Finance Group

July 1, 2014

INVITATION TO BID

The City of Norwalk is soliciting bids for two (2) **2015 Plow Trucks** for the Department of Public Works. Your firm has expressed interest in providing this equipment to the City of Norwalk. Below is an outline of some of the requirements that apply to this project.

PROJECT #	**3432**		**Document length – 30 pages**
DEADLINE	**2:00 PM**	**July 22, 2014**	
PROJECT TITLE	**2015 Plow Trucks**		
PROJECT SITE	**15 South Smith Street, Norwalk ,CT**		

BID DOCUMENTS are available upon receipt of this invitation over the Internet at http://www.norwalkct.org . The document number to request will be the same as the project number indicated above.

Candidates will be required to provide:
1. Copies of current certifications as applicable.
2. The purchase of any and all of the Optional Equipment and Service Manuals listed in this bid will be subject to City of Norwalk budget constraints. The City of Norwalk will solely determine which of the optional equipment will be purchased.
3. 10% bid bond with your response (see Section 3.1 B).
4. Include three (3) copies and the original bid package.

All questions must be directed, in writing, to David Carroll, Purchasing Officer, via e-mail, dcarroll@norwalkct.org . The deadline for submission of questions is 12:00 pm, July 15, 2014.

Businesses, without Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

Yours truly,
David Carroll, Purchasing Officer

SECTION 1 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING:

ADDENDA information is available over the Internet at http://www.norwalkct.org . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at http://www.norwalkct.org . This service is also available via FAX. Dial 203-854-7897 from any phone to access the Purchasing Department's Express Request Line. The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

BID RESPONSES are to be delivered to:

City of Norwalk Purchasing Department
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

See section 3 for information on delivering bids by fax.

Please submit three (3) copies and the original bid package (clearly mark original copy).

NORWALK **MEMORANDUM**

DEPARTMENT OF PUBLIC WORKS

TO:	**Bruce J. Chimento, PE, Director** **Lisa O. Burns, PE, Principal Engineer**
FROM:	**Marizza D. Diaz, Assistant Engineer**
CC:	**Brian R. Sweeney, PE**
DATE:	**July 28, 2016**
SUBJECT:	**DRG 2016-1 Storm Drain Cleaning of Dr. Martin Luther King Jr. Drive Box Culverts**

Twin Box Culverts located on Dr. Martin Luther King Jr. Drive have accumulated debris since the last cleaning during the winter of 2007. These box culverts are 5 feet high by 10 feet in width and are each 2100 linear feet in length.

From inspection by our DPW crew, it is estimated that the depth of debris accumulation to be roughly 2 feet for the entire length of the culverts. This dramatically reduces the capacity of an important collector storm drain.

DPW advertised this work for bid opening on July 20, 2016. Three bids were received by specialized pipe cleaning contractors. See the attached bid results.

McVac Environmental Services, Inc. was the low bidder with a total bid price of $270,125.00 . Even though this price was dramatically lower than the other two bids received, we are recommending awarding of this project to McVac. They performed the work in 2007 and were familiar with all the requirements of the project. It is noted that the current bid price is in line with the 2007 cleaning cost.

Resolutions:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with McVac Environmental Services, Inc. for project DRG 2016-1, Storm Drain Cleaning of Dr. Martin Luther King Jr. Drive Box Culverts, for a price not to exceed $270,125.00.

Account Nos. 09-14-040-40270-0-5777-C0440
09-15-040-40270-0-5777-C0440

Authorize the Director of Public Works, to issue Orders on Contract to McVac Environmental Services, Inc. for project DRG 2016-1, Storm Drain Cleaning of Dr. Martin Luther King Jr. Drive Box Culverts, for a price not to exceed $27,013.00.

125 EAST AVENUE • NORWALK, CT 06851 • TELEPHONE 203-854-3200 • FAX 203-857-0143

NORWALK
The Sound of Connecticut
DEPARTMENT OF PUBLIC WORKS

Bid Sheet

DRG2016-1 **Storm Drain Cleaning of Dr. Martin Luther King, JR. Box Culverts**
Bid Date: **Wednesday, July 20, 2016**

Bidder	Bid Amount	Bid Bond
Grasso Companies 314 Wilson Avenue Norwalk, CT 06854		
Heitkamp, Inc. P.O. Box 730 Watertown, CT 06795		
The Precision Group 1710 Erie Blvd Schenectady, NY		
Running Brook Farms, LLC 219 Route 80 Killingworth, CT 06419		
Mc Vac Environmental 481 Grand Avenue New Haven, CT 06513	***$270,125.00*** ***(Apparent Low Bid)***	Aegis Security Insurance Co. 15%
Pico Construction 3908 24th Streeet Long Island City, NY 11101		
National Water Main 25 Marshall Street Canton, MA	$ 589,800.00	Travelers Casualty and Surety Co of America 15%

NORWALK
The Sound of Connecticut
DEPARTMENT OF PUBLIC WORKS

Bid Sheet

DRG2016-1 **Storm Drain Cleaning of Dr. Martin Luther King, JR. Box Culverts**
Bid Date: **Wednesday, July 20, 2016**

Bidder	Bid Amount	Bid Bond
Pro Excavation 330 Middle Street Bristol, CT 06010		
Pipe and Plant Solutions 2000 5th Street Berkeley, CA 94710	$ 670,690.00	Liberty Mutual Insurance Co. 15%

ProjectNumber: DRG2016-1 Bid Date: July 20, 2016

Project Name: STORM DRAIN CLEANING OF DR. MARTIN LUTHER KING JR DRIVE BOX CULVERTS

Item				Apparent Low Bidder		Second Bidder		ThirdBidder		Engineer's Estimate	
Number	Description	Quantity	Unit	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount
653.0401	CLEAN 5' X 10' BOX CULVERT	4,100.00	LF	$50.00	$205,000.00	$125.00	$512,500.00	$141.00	$578,100.00	$0.00	$0.00
670.1200	TELEVISING EXISTING STORM DRAIN CONDUITS	4,100.00	LF	$1.25	$5,125.00	$3.00	$12,300.00	$4.90	$20,090.00	$0.00	$0.00
970.0020	TRAFFICPERSON	1.00	ALLOW	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$0.00	$0.00
971.0000	MAINTENANCE AND PROTECTION OF TRAFFIC	1.00	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$9,000.00	$9,000.00	$0.00	$0.00
975.0000	MOBILIZATION (MAXIMUM 3% OF TOTAL BID)	1.00	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$13,500.00	$13,500.00	$0.00	$0.00
					$270,125.00		$589,800.00		$670,690.00		$0.00

Apparent Low Bidder = McVac Environmental, New Haven, CT

Second Bidder = National Water Main, Canton, MA

Third Bidder = Pipe and Plant Solutions, Berkeley, CA

NORWALK on the move!

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce J. Chimento, P.E. – Director of Public Works
Lisa Burns, P.E. - Principal Engineer

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

REF: Project DRG2016-2 – Storm Drainage Improvements at Fodor Farm, Aviation Court and Soundview Avenue

DATE: August 3, 2016

The Storm Drainage Improvement Project at Fodor Farm, Aviation Court and Soundview Avenue is a flood relief project that is being done to eliminate the flooding of private properties on Pogany Street, the City owned parcel of property known as Fodor Farm and to eliminate flooding within the City Right-of-Way on Pogany Street and Aviation Court. This area is one of the six (6) areas of the City that was studied as part of the 2013 Norwalk Drainage Study prepared by Milone & MacBroom.

The Department of Public Works has had Bid Documents prepared based upon the results and recommendations of the Drainage Study for "Project DRG2016-2 Storm Drainage Improvements at Fodor Farm, Aviation Court and Soundview Avenue." This project will consist of the installation of a new stormwater detention basin, outlet control structure, approximately 795 feet storm drainage pipe of various sizes, a manhole and catch basins on City streets within the City Right-Of-Way and on the Fodor Farm parcel of property. This Project will include the permanent full depth pavement trench restoration on Soundview Avenue and a temporary trench repair on Aviation Court until it is repaved after Eversource Gas replaces the cast iron gas main in 2017. It will also include the installation of bituminous concrete curbs on portions of both Aviation Court and Soundview Avenue.

The City Clerk opened bids for this Project on August 2, 2016 and the apparent low bidder is M. Rondano, Inc., with a bid amount of $365,495.00. I have attached a copy of the bid results received from the three low bidders for your reference. Therefore, I would like to request that the following items be forwarded to the Chairman of the Public Works Committee and the Common Council for approval.

1.) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with M. Rondano, Inc. for Project DRG2016-2 Storm Drainage Improvements at Fodor Farm, Aviation Court and Soundview Avenue, for a sum not to exceed $365,495.00.

125 East Avenue • P.O. Box 5125, NORWALK, CT 06856-5125 • TELEPHONE 203-854-7791 • FAX 203-857-0143

2.) Authorize the Director of Public Works to execute orders on the Contract with M. Rondano, Inc. for Project DRG2016-2 Storm Drainage Improvements at Fodor Farm, Aviation Court and Soundview Avenue, for a sum not to exceed $36,549.50.

Account No. 0915 0404 0270 5777 C0440

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

125 East Avenue • P.O. Box 5125, NORWALK, CT 06856-5125 • TELEPHONE 203-854-7791 • FAX 203-857-0143

NORWALK
On the move!

DEPARTMENT OF PUBLIC WORKS

BID SHEET

PROJECT: DRG2016-2

STORM DRAINAGE IMPROVEMENTS AT FODOR FARM, AVIATION COURT AND SOUNDVIEW AVENUE

DATE: TUESDAY, AUGUST 2, 2016 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
AMEC Commercial, LLC 145 Main Street Norwalk, CT 06851	$499,283.15 (Corrected Amount - Math Error)	15% Allied World Insurance Company
Deering Construction, Inc. 20 Sheehan Avenue Norwalk, CT 06854	$476,395.00	15% Travelers Casualty and Surety Company of America
M. Rondano, Inc. 49 East Avenue Norwalk, CT 06851	**$365,495.00** **Apparent Low Bidder**	15% Hartford Accident & Indemnity Company
	$	%
	$	%
	$	%
	$	%

ProjectNumber: DRG2016-2
Project Name: STORM DRAINAGE IMPROVEMENTS AT FODOR FARM, AVIATION COURT AND SOUNDVIEW AVENUE

Item Number	Description	Quantity	Unit	Apparent Low Bidder UnitPrice	Apparent Low Bidder Amount	Second Bidder UnitPrice	Second Bidder Amount	ThirdBidder UnitPrice	ThirdBidder Amount	Engineer's Estimate UnitPrice	Engineer's Estimate Amount
0201001 A	CLEARING AND GRUBBING	1.00	LS	$36,800.00	$36,800.00	$15,000.00	$15,000.00	$15,337.75	$15,337.75	$10,000.00	$10,000.00
0202003	EARTH EXCAVATION	1000.00	CY	$30.00	$30,000.00	$25.00	$25,000.00	$8.91	$8,910.00	$15.00	$15,000.00
0202102	ROCK EXCAVATION	200.00	CY	$1.00	$200.00	$180.00	$36,000.00	$116.45	$23,290.00	$70.00	$14,000.00
0205001 A	TRENCH EXCAVATION (0' - 4' DEEP)	55.00	CY	$1.00	$55.00	$1.00	$55.00	$31.61	$1,738.55	$15.00	$825.00
0205002 A	ROCK IN TRENCH EXCAVATION (0 '- 4' DEEP)	5.00	CY	$250.00	$1,250.00	$250.00	$1,250.00	$171.36	$856.80	$80.00	$400.00
0205003 A	TRENCH EXCAVATION (0' - 10' DEEP)	540.00	CY	$1.00	$540.00	$1.00	$540.00	$43.53	$23,506.20	$16.00	$8,640.00
0205004 A	ROCK IN TRENCH EXCAVATION (0' - 10' DEEP)	60.00	CY	$200.00	$12,000.00	$250.00	$15,000.00	$221.51	$13,290.60	$100.00	$6,000.00
0210100 A	ANTI-TRACKING PAD	30.00	SY	$20.00	$600.00	$80.00	$2,400.00	$35.54	$1,066.20	$12.00	$360.00
0213100	GRANULAR FILL	8.00	CY	$35.00	$280.00	$30.00	$240.00	$88.54	$708.32	$40.00	$320.00
0219001	SEDIMENTATION CONTROL SYSTEM	200.00	LF	$4.00	$800.00	$5.00	$1,000.00	$3.42	$684.00	$5.00	$1,000.00
0219011 A	SEDIMENTATION CONTROL AT CATCH BASIN	14.00	EA	$150.00	$2,100.00	$125.00	$1,750.00	$209.76	$2,936.64	$120.00	$1,680.00
0406005 A	3" TEMPORARY PAVEMENT REPAIR (AVIATION COURT)	260.00	SY	$45.00	$11,700.00	$40.00	$10,400.00	$69.69	$18,119.40	$50.00	$13,000.00
0406006 A	5" TEMPORARY PAVEMENT REPAIR (SOUNDVIEW AVENUE)	160.00	SY	$65.00	$10,400.00	$60.00	$9,600.00	$77.14	$12,342.40	$60.00	$9,600.00
0406007 A	PERMANENT PAVEMENT REPAIR (SOUNDVIEW AVENUE)	160.00	SY	$85.00	$13,600.00	$100.00	$16,000.00	$98.12	$15,699.20	$60.00	$9,600.00
0507001	TYPE "C" CATCH BASIN	5.00	EA	$3,000.00	$15,000.00	$2,875.00	$14,375.00	$3,598.04	$17,990.20	$2,800.00	$14,000.00
0507022	TYPE "C" CATCH BASIN DOUBLE GRATE - TYPE II	1.00	EA	$4,500.00	$4,500.00	$3,800.00	$3,800.00	$4,728.01	$4,728.01	$4,000.00	$4,000.00
0507105 A	CONNECTION TO EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1.00	EA	$750.00	$750.00	$550.00	$550.00	$677.08	$677.08	$1,500.00	$1,500.00
0507190 A	OUTLET CONTROL STRUCTURE	1.00	EA	$9,000.00	$9,000.00	$15,700.00	$15,700.00	$16,909.40	$16,909.40	$6,000.00	$6,000.00
0507201	TYPE "CL" CATCH BASIN	3.00	EA	$3,000.00	$9,000.00	$2,875.00	$8,625.00	$3,473.10	$10,419.30	$2,800.00	$8,400.00
0507254	TYPE "C" CATCH BASIN DOUBLE GRATE - TYPE II TOP	1.00	EA	$1,350.00	$1,350.00	$3,800.00	$3,800.00	$1,212.08	$1,212.08	$1,500.00	$1,500.00
0507493	MANHOLE - 48" DIAMETER	1.00	EA	$3,000.00	$3,000.00	$2,600.00	$2,600.00	$2,311.31	$2,311.31	$3,000.00	$3,000.00

Item				Apparent Low Bidder		Second Bidder		ThirdBidder		Engineer's Estimate	
Number	Description	Quantity	Unit	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount
0606001 A	CEMENT RUBBLE MASONRY	3.00	CY	$350.00	$1,050.00	$750.00	$2,250.00	$762.96	$2,288.88	$800.00	$2,400.00
0651001 A	BEDDING MATERIAL	50.00	CY	$10.00	$500.00	$35.00	$1,750.00	$44.46	$2,223.00	$35.00	$1,750.00
0651657	15" CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	370.00	LF	$95.00	$35,150.00	$230.00	$85,100.00	$49.12	$18,174.40	$50.00	$18,500.00
0651658	18" CORRUGATED P.E. PIPE (SMOOTH INTERIOR)	160.00	LF	$88.00	$14,080.00	$235.00	$37,600.00	$65.47	$10,475.20	$55.00	$8,800.00
0651719	12" DUCTILE IRON PIPE	80.00	LF	$175.00	$14,000.00	$260.00	$20,800.00	$138.21	$11,056.80	$80.00	$6,400.00
0651723	18" DUCTILE IRON PIPE	20.00	LF	$110.00	$2,200.00	$285.00	$5,700.00	$257.17	$5,143.40	$100.00	$2,000.00
0651734	14" DUCTILE IRON PIPE	30.00	LF	$105.00	$3,150.00	$285.00	$8,550.00	$124.07	$3,722.10	$90.00	$2,700.00
0703012	MODIFIED RIPRAP	15.00	CY	$140.00	$2,100.00	$100.00	$1,500.00	$83.13	$1,246.95	$100.00	$1,500.00
0751700 A	CURTAIN DRAIN - SMOOTH INTERIOR	310.00	LF	$40.00	$12,400.00	$35.00	$10,850.00	$38.47	$11,925.70	$30.00	$9,300.00
0755014	GEOTEXTILE (SEPARATION - HIGH SURVIVABILITY)	45.00	SY	$10.00	$450.00	$15.00	$675.00	$30.43	$1,369.35	$5.00	$225.00
0815001	BITUMINOUS CONCRETE LIP CURBING	230.00	LF	$5.00	$1,150.00	$7.50	$1,725.00	$29.48	$6,780.40	$5.00	$1,150.00
0905001 A	STONE WALL FENCE	30.00	LF	$100.00	$3,000.00	$180.00	$5,400.00	$137.37	$4,121.10	$70.00	$2,100.00
0906203 A	SPLIT RAIL FENCE	40.00	LF	$46.00	$1,840.00	$60.00	$2,400.00	$38.31	$1,532.40	$30.00	$1,200.00
0913003	4' POLYVINYL CHLORHIDE CHAIN LINK FENCE - BLACK	190.00	LF	$35.00	$6,650.00	$37.50	$7,125.00	$38.31	$7,278.90	$40.00	$7,600.00
0913340	12' POLYVINYL CHLORIDE CHAIN LINK DOUBLE GATE 4' HIGH - BLACK	2.00	EA	$1,400.00	$2,800.00	$825.00	$1,650.00	$459.72	$919.44	$2,000.00	$4,000.00
0922001 A	BITUMINOUS CONCRETE SIDEWALK	50.00	SY	$45.00	$2,250.00	$45.00	$2,250.00	$84.04	$4,202.00	$40.00	$2,000.00
0922501 A	BITUMINOUS CONCRETE DRIVEWAY	120.00	SY	$45.00	$5,400.00	$45.00	$5,400.00	$85.41	$10,249.20	$40.00	$4,800.00
0922503 A	GRAVEL DRIVEWAY	240.00	SY	$22.50	$5,400.00	$20.00	$4,800.00	$40.81	$9,794.40	$20.00	$4,800.00
0939001	SWEEPING FOR DUST CONTROL	12.00	HRS	$100.00	$1,200.00	$155.00	$1,860.00	$135.03	$1,620.36	$100.00	$1,200.00
0943001	WATER FOR DUST CONTROL	100.00	MGAL	$1.00	$100.00	$10.00	$1,000.00	$47.10	$4,710.00	$2.00	$200.00
0944003 A	FURNISHING AND PLACING TOPSOIL	2800.00	SY	$4.00	$11,200.00	$8.00	$22,400.00	$6.94	$19,432.00	$6.00	$16,800.00
0950005 A	TURF ESTABLISHMENT (MODIFIED)	1300.00	SY	$2.50	$3,250.00	$1.00	$1,300.00	$0.99	$1,287.00	$2.00	$2,600.00

ProjectNumber: DRG2016-2

Project Name: STORM DRAINAGE IMPROVEMENTS AT FODOR FARM, AVIATION COURT AND SOUNDVIEW AVENUE

Item				Apparent Low Bidder		Second Bidder		ThirdBidder		Engineer's Estimate	
Number	Description	Quantity	Unit	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount
0950006 A	NEW ENGLAND EROSION CONTROL / RESTORATION MIX	700.00	SY	$4.00	$2,800.00	$3.25	$2,275.00	$55.17	$38,619.00	$4.00	$2,800.00
0950007 A	NEW ENGLAND WILDLIFE / CONSERVATION MIX	800.00	SY	$4.00	$3,200.00	$3.25	$2,600.00	$63.96	$51,168.00	$3.00	$2,400.00
0970006 A	TRAFFICMEN (MUNICIPAL POLICE OFFICER)	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
0970007 A	TRAFFICMEN (UNIFORMED FLAGGER)	100.00	HRS	$70.00	$7,000.00	$57.00	$5,700.00	$86.84	$8,684.00	$55.00	$5,500.00
0971001 A	MAINTENANCE AND PROTECTION OF TRAFFIC	1.00	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$14,889.92	$14,889.92	$10,000.00	$10,000.00
0975004 A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1.00	LS	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$15,850.99	$15,850.99	$8,000.00	$8,000.00
0980002 A	PROJECT SURVEY AND STAKEOUT	1.00	LS	$12,000.00	$12,000.00	$7,500.00	$7,500.00	$3,369.32	$3,369.32	$3,000.00	$3,000.00
1000000 A	RELOCATION OF EXISTING UTILITIES	1.00	ALLOW	$17,500.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	50.00	LF	$15.00	$750.00	$1.00	$50.00	$38.31	$1,915.50	$0.50	$25.00
1300001 A	SUPPORT OF EXISTING UTILITY POLES	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
					$365,495.00		$476,395.00		$499,283.15		$295,075.00

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

Second Bidder = Deering Construction, Norwalk, CT

Third Bidder = AMEC Comercial, LLC, Norwalk, CT

NORWALK on the move!

VII. E

DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER AL

RE : NAMING OF ENTRANCE DRIVEWAY AT CRANBURY PARK – "JOSEPH COTE WAY"

****

The family of the late Joseph Cote, a long time Recreation and Parks Department employee, requested the naming of a park facility in honor and recognition of his services to the City he worked for and the community he lived in. The Recreation and Parks Department is in support of this request and is recommending the naming of the entrance drive to Cranbury Park as "Joseph Cote Way".

As the entrance drive is NOT a public street, therefore, the approval process would comply with City of Norwalk – Codes, Chapter 27, Article I – City Buildings and Facilities – Naming. The Land Use and Building Management Committee is scheduled to hold a public hearing on August 3, 2016. Following the Public Hearing, the Committee is scheduled to vote on the proposed naming. In the event the Committee recommends the approval, the request will be forwarded to the Common Council for final approval.

Attached are copies of the family request, legal notice of the Public Hearing and Chapter 27, Article I of the City Codes.

ACTION REQUESTED:

Approve the naming of the Cranbury Park entrance drive as "Joseph Cote Way" in memory of Joe Cote, a long time dedicated Parks Department employee.

Mocciae, Mike

From:	Joe Cote [joecote2011@yahoo.com]
Sent:	Tuesday, August 04, 2015 3:45 PM
To:	Mocciae, Mike
Subject:	Joe Cote

To whom it may concern,

Good afternoon my name is Joseph Cote Jr, I am writing this letter on behalf of my father. My father passed away after his long fight w leukemia on July 10. My father worked for the city of Norwalk Parks and Rec for 40 years. He loved the city of Norwalk more than anything it is where he not only spent his career but he was born and raised in this great city. Myself, mother and sister are having a hard time dealing w the loss of him. We feel it would be such an honor to have somthing In his name in this great city. Me personally, my dad was my best friend and I would love a place I can go where his name would be honored so I can go and talk to him peacefully. I would be willing to do anything and contribute anything I had to do to make that happen. I know my father would be proud. As far as what I would like named after my father I would leave that totally up to the Parks and Rec dept. I would be happy and more than grateful for this. Thank you very much for your time
- Joseph Cote Jr

NORWALK on the move

DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : OAK HILLS PARK IMPROVEMENT PROJECT

DATE: JULY 28, 2016

****

As you may recall, the Oak Hills Park Authority previously presented to the Committee their plan for Oak Hills Park improvement project. This plan consists of a long list of improvement items that are to be funded through a $1,500,000 State DEEP grant.

During last winter, we completed the installation of an environmental friendly equipment wash bay while the golf course architect proceeded with the preparation of construction documents for: a) improvement of the golf course (estimated $1,000,000); b) building facilities improvement (including ADA improvements) at the maintenance garage, halfway house and tennis center (estimated $100,000); and c) construction of the new Great Lawn/Fountain Garden (estimated $200,000). Additionally, we completed an environmental report of the 3 underground heating oil tank graves and the projected cost for clean-up is approximately $25,000.

Recently, the Purchasing Department advertised the three construction bid packages. We received minimum bidding activity for the Great Lawn/Fountain Garden and building improvement projects. The apparent low bids were incomplete. In discussion with the Purchasing Department, we are recommending the rejection of these bids and look to rebid these two packages.

Meanwhile, for the golf course improvement package, we received two bids that appear to be in compliance with bid requirements.

Contractor	**Hole 1 - 18**	**Additional Items**	**Total Sum**
Turco Golf Inc.	**$1,068,579.25**	**$196,605.00**	**$1,265,184.25**
NMP Golf Construction Corp.	$1,311,159.21	$215,903.82	$1,527,063.03

125 East Avenue • Post Office Box 5125 • Norwalk, CT 06856-5125 • Telephone 203-854-7791 • Fax 203-857-0143

This bid package is set-up based on cost per golf hole (see attached). Although the total bid exceeded our estimates, the City has the ability to select the holes that are in most need of improvement and with the greatest impact on the overall playability of the course. At the recommendation of Oak Hills Park representatives, we are recommending to move forward with Holes #1,3,4,7,8,9,12,13,14,15 and 18. During a recent scope review session with Turco Golf Inc., the apparent low bidder, we identified various technical errors/adjustments. The adjusted contract amount based on the above referenced holes is $980,413.75 plus $20,000 allowance for contingencies. It is important to note that to the extent that funds may be available toward the end of the improvements, the project team will seek approval to incorporate portion of the work with Hole #10.

ACTION REQUESTED:

a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Turco Golf Inc. for the Oak Hills Parks Golf Course Improvement Project for a total not to exceed $980,413.75. Acct. #09151340-5799-C0558**

b. **Authorize the Office of Building Management (with concurrence with the Oak Hills Park Authority) to issue Change Order on Contract for a total not to exceed $20,000.**

Mr. Alan Lo
Project Management
Building Management
Division of Public Works
City of Norwalk

August 1, 2016

July 29, 2016 Meeting Memorandum:

Mr. Lo:

On Friday, July 29th MDC met with Alan Lo, Sharon Connors, Ernie Desroches and Turco Golf Construction to review the Turco bid for golf course improvement work at Oak Hills Park Golf Course. Turco was the low bidder for the work.

In an effort to scale the project to meet the overall budget allotted for the project a prioritized list of improvements was developed. This work included all of the work included in the bid for holes:

1, 3, 4, 7, 8, 9, 12, 13, 14, 15 and 18. Within the Turco bid, several technical (cost calculation errors) were identified and corrected (the corrected itemized bid form is attached).

The revised scope was also compared to the only other bidding contractor NMP Golf Construction. The work on holes 1, 3, 4, 7, 8, 9, 12, 13, 14, 15 and 18 (including the additional allowance items required for these holes) totaled:

Turco Golf Construction:	$805,558.75
Allowance Items:	$174,855.00
Total	$980,413.75

From this total value there will be a deduct for topsoil and irrigation as each of these line items will be reduced to reflect actual materials and labor utilized on project. We also anticipate a deduct if fill is made available through City resources.

The project will also be value engineered on a hole by hole basis in concert with the itemized bid form in order to achieve any substantive savings.

118 Beauchamp Drive, Saunderstown, Rhode Island 02874
phone: 401-667-4994 email: design@northeastgolfcompany.com fax: 401-667-4995
website: www.northeastgolfcompany.com

If there are any further questions don't hesitate to call me directly at 732-915-8385.

Thank you.

Robert McNeil, ASGCA

Corporate Offices:
McNeil Design Collaborative, Inc.
The Northeast Golf Company
MDC Global Golf
118 Beauchamp Drive
Saunderstown, Rhode Island 02874
P-401-667-4994
F-401-667-4995
C-732-915-8385
W-www.northeastgolfcompany.com

Turco's Bid

ESTIMATE SUMMARY/TOTALS PAGE				
	HOLE		Page Totals	
	Hole 1		71,167.00	1
	Hole 2		28,361.45	
	Hole 3		62,965.50	3
	Hole 4		69,682.20	4
	Hole 5		18,583.35	
	Hole 6		18,441.00	
	Hole 7		80,730.20	7
	Hole 8		87,157.25	8
	Hole 9		111,240.45	9
	Hole 10		92,431.95	
	Hole 11		75,536.55	
	Hole 12		109,530.10	12
	Hole 13		25,940.50	13
	Hole 14		71,093.25	14
	Hole 15		74,855.70	15
	Hole 16		14,934.95	
	Hole 17		50,687.25	
	Hole 18		41,196.60	18
	Total Holes 1-18		1,104,535.25	

71,167• +
62,965•5 +
69,682•2 +
80,730•2 +
87,157•25 +
111,240•45 +
109,530•1 +
25,940•5 +
71,093•25 +
74,855•7 +
41,196•6 +
011••••••••••••••••
805,558•25 *
75

$ 805,558.75

Turco's Bid

	Additional Items (Included In Bid Total)				
	Fill Needs per Hole				
	Hole 1	CY	1,000	1	
	Hole 2	CY	70		
	Hole 3	CY	100	3	
	Hole 4	CY	50	4	
	Hole 5	CY	50		
	Hole 6	CY	0		
	Hole 7	CY	500	7	
	Hole 8	CY	75	8	
	Hole 9	CY	50	9	
	Hole 10	CY	350		
	Hole 11	CY	50		
	Hole 12	CY	100	12	
	Hole 13	CY	200	13	
	Hole 14	CY	150	14	
	Hole 15	CY	100	15	
	Hole 16	CY	50		
	Hole 17	CY	300		
	Hole 18	CY	50	18	
		CY	3,245	2,375	
				x $25 = $ 59,375	
	Fill Allowance (includes Hauling from staging area)-	CY	3,245	25.00	~~81,125.00~~
	Topsoil Allowance (includes Hauling from staging area)	CY	1,000	50.00	50,000.00
	Irrigation Allowance (includes materials and labor per TPC Plan)	LS	1	60,480.00	60,480.00
	Mobilization	LS	1	5,000.00	5,000.00
	Performance Bond (per City requirements)				
	Total (Additional Items)				196,605.00
	Total (Holes 1-18)				1,104,535.25
	Oak Hills Park Total Cost Estimate				1,301,140.25

805,558.75
59,375.00
50,000.00
60,480.00
5,000.00

Contract Amt. → $ 980,413.75

NORWALK on the move

DEPARTMENT OF PUBLIC WORKS

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

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER AL

RE : CITY HALL ROOF REPLACEMENT PROJECT

DATE: JULY 28, 2016

****

In 1987, the City completed the renovation/conversion of the old Norwalk High School into the new City Hall. New roofs were installed throughout as part of the renovation project except for some unique copper roof areas on the copula. As the roof system ages beyond its design life, we are experiencing increased leaks which require increased frequency of maintenance repair.

As an initial budget, Building Management estimated the total cost of the roof replacement project to be about $1.6 million. In order to minimize the financial burden on the City, we proposed to fund this project in three fiscal years, beginning with 2014-2015 Capital Budget in the amount of $530,000 and an additional of $530,000 for each of the Capital Budget year 2015-2016 and 2016-2017.

In the fall of 2015, we replaced the copper dome roof over the atrium as well as the clerestory windows for a total of approximately $149,000. During the winter of 2015, an architect was hired to prepare construction documents for the remaining flat roofs (except the cupola). These roofs are 30 years old and were warranted for 20 years. The scope of the work was divided into two phases. Phase I consists of the larger open roof areas with leaking building expansion joints. In addition, these areas were selected as they are better suited for the installation of photovoltaic panels. Phase II consists of the remaining roofs with the exception of the copula.

Recently, the Purchasing Department advertised the project for bids. Below is the summary of the bids:

125 East Avenue • Post Office Box 5125 • Norwalk, CT 06856-5125 • Telephone 203-854-7791 • Fax 203-857-0143

Contractors	Phase 1	Phase 2
CCM Construction Services, Inc.	**$1,107,000.00**	$956,000.00
Greenwood Industries, Inc.	$1,167,000.00	$913,000.00
Armor-Tite Construction Corp.	$1,237,650.00	$784,550.00
Young Developers, LLC	$1,307,000.00	$748,591.00
Silktown Roofing, Inc.	$1,467,800.00	$1,181,300.00

With the completion of the dome roof replacement project, there is a free balance of approximately $1,400,000. Office of Building Management and the Purchasing Department have completed a scope review session with the apparent low bidder CCM Construction. We determined that CCM Construction's bid is in compliance with the bid requirements and we found two mathematical errors which adjusted the Phase I total to $1,097,275. Our goal is to complete Phase I work this fall prior to the arrival of the winter. In addition, depending on the quality of the contractor, we may submit a follow-up request to incorporate potions of Phase II work with the remaining funds.

As a separate note, please be advised that the Office of Building Management is working with Norwalk Public Schools, Recreation and Parks and Purchasing Department to issue a Request for Proposals (RFP) for renewable energy system at various locations, including City Hall roof.

ACTION REQUESTED:

a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with CCM Construction Services, Inc. for the City Hall Roof Replacement Project for a total not to exceed $1,097,275. Acct. #0915/16/17 7100 5777 C0439.**

b. **Authorize the Office of Building Management to issue change orders on Contract for a total not to exceed $109,727.**