

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: May 22, 2018

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: James S. Hamilton, Norwalk Facilities Construction Commission

APPOINTMENTS: Bryan Kerschner, Facilities Construction Commission
Vincent Scicchitano, Bike Walk Commission

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization for discussion: Settlement: Pablo Gomez v. City of Norwalk, et al. **EXECUTIVE SESSION**
2. Authorization to Settle Claim: Terrance Cummings v. Jermaine Nash, et al. **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize Mayor Harry W. Rilling to sign a renewed Juvenile Review Board (JRB) services agreement between the Town of Westport and the City of Norwalk. Westport will pay Norwalk the sum of \$18,000 for fiscal year 2018-2019, and \$20,000 for fiscal year 2019-2020 for provision of JRB program and support services of up to 15 cases per each fiscal year.
2. Authorize Mayor Harry W. Rilling to sign a new agreement for Juvenile Review Board (JRB) services between the Town of Weston and the City of Norwalk. Weston will pay Norwalk the sum of \$15,000 for fiscal year 2018-2019 for provision of JRB program and support services of up to 12 cases per fiscal year July 1, 2018 to June 30, 2019.
3. Authorize the Mayor to execute an agreement with AXON Enterprise, Inc. for the purchase, delivery, use and support of AXON Products and Services related to body cameras for the Police Department in an amount not to exceed \$288,136.84. Account No. 013022 5329.

B. FINANCE COMMITTEE

1. Authorize resolution making appropriations for various public improvements aggregating \$83,793,000 for the 2018-2019 capital budget and authorizing the issuance of \$83,793,000 general obligation bonds of the city to meet certain appropriations in the 2018-2019 capital budget.

C. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with FieldTurf USA, Inc. for the replacement of the Norwalk High School Turf Field for an amount not to exceed \$542,000.00. Account No. TBD
- 1b. Authorize the Director of Recreation and Parks to issue a change order on contract for a total not to exceed \$15,000.00. Account No. TBD.
2. Authorize the Purchasing Agent to enter into an agreement with M.E. O'Brien & Sons, Inc. for the purchase of the Norwalk Early Childhood Center (NECC) Playground at the Roosevelt Center for an amount not to exceed \$100,513.00. Account No. 09175010-5777-C0586.
- 3a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Probuilt Designs, LLC for the Installation of the Norwalk Early Childhood Center (NECC) Playground at the Roosevelt Center for an amount not to exceed \$26,500.00. Account No. 09175010-5777-C0586.

- 3b. Authorize the Director of Recreation and Parks to issue a change order on contract for a total not to exceed \$5,000.00. Account No. 09175010-5777-C0586.

D. PUBLIC WORKS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with SumCo Eco-Contracting, LLC for Project CONS2018-1, Flock Process Dam Removal Project, for a sum not to exceed \$454,500.00.

Account No. 35 3372 5790
35 3375 5258

- 1b. Authorize the Senior Environmental Officer to execute orders on the Contract with SumCo Eco-Contracting, LLC for Project CONS2018-1, Flock Process Dam Removal Project, for a sum not to exceed \$45,450.00.

Account No. 35 3372 5790
35 3375 5258

TECHNICAL CORRECTION OF COMMON COUNCIL ACTION OF MARCH 13, 2018, ITEM VII.A.3 TO ADD ACCOUNT NUMBERS 09 19 4095 5777 C0303 AND 09 18 4095 5777 C0303:

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC for project PM2018-1 Pavement Management Program for a sum not to exceed \$2,875,598.75.

Account No. 09 17 4021 5777 C0021
09 18 4021 5777 C0021
09 18 4027 5777 C0302
09 17 4021 5777 C0515
03 00 00 2602
09 18 4095 5777 C0303
09 19 4095 5777 C0303

- 2b. Authorize the Director of Public Works to execute orders on the contract with The Grasso Companies, LLC for project PM2018-1 Pavement Management Program for a sum not to exceed \$287,559.87.

Account No. 09 17 4021 5777 C0021
09 18 4021 5777 C0021
09 18 4027 5777 C0302
09 17 4021 5777 C0515
03 00 00 2602
09 18 4095 5777 C0303
09 19 4095 5777 C0303

3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment with Sealcoating, Inc. For project PM2018-3 Crack Sealing at various locations for a sum not to exceed \$93,447.50.

Account No. 09 17 4021 5777 C0023

4. Authorize the Mayor, Harry W. Rilling, to execute an Amendment with The Grasso Companies, LLC for project RD2017-2 concrete curbs and sidewalks at various locations for a sum not to exceed \$326,000.00.

Account No. 09 19 4021 5777 C0318

5. Authorize the Mayor, Harry W. Rilling, to execute a Construction Inspection Services Agreement between the City of Norwalk and AECOM Technical Services, Inc., for inspection services required in conjunction with the rehabilitation of James Street Bridge over the Silvermine River, ConnDOT Project No. 102-320, for a sum not to exceed \$481,500.00 (funding 80% federal, 20% city).

Account No. 09 13 4021 5777 C0496
09 18 4021 5777 C0496

6. Authorize the purchasing agent to issue a purchase order to C.N. Wood of Connecticut, LLC, for the purchase of one (1) Trackless MT7 Articulating Tractor and V-Plow attachment not to exceed \$124,630.00.

Account No. 09 19 4031 5777 C0313

7. Authorize the Purchasing Agent to issue a purchase order to C.N. Wood of Connecticut, LLC, for the purchase of one (1) 2019 Mack GU713 Rear Refuse Loader not to exceed \$237,611.00.

Account No. 09 19 4031 5777 C0313

E. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute the purchase and sales agreement with the South Norwalk Community Center, Inc. to purchase a one half interest in the property located at 98 South Main Street in Norwalk.
2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Connecticut Institute for Communities, Inc. (CIFIC) for the use and management of the Head Start programs at Ben Franklin Center from July 1, 2018 to June 30, 2023. Terms of the agreement shall be as outlined in Alan Lo's memo dated May 31, 2018 with utility payment at \$2.50/sf/yr.
3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Connecticut Institute for Communities, Inc. (CIFIC) for the use and management of the Head Start programs at Nathaniel Ely Center from July 1, 2018 to June 30, 2023. Terms of the agreement shall be as outlined in Alan Lo's memo dated May 31, 2018 with utility payment at \$2.50/sf/yr.

4. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to accept the Assignment of the Management Agreement with Community Development Institute, (CDI) for the Ben Franklin Center and Nathaniel Center Headstart programs from CDI to Connecticut Institute For Communities, Inc. (CIFC) as necessary to maintain continued childcare services through the summer of 2018.
5. CORRECTION of Common Council action of April 10, 2018, VII, B, 2 and 3 by replacing "Community Development Institute Headstart, Inc." with "Connecticut Institute for Communities, Inc.". NEW ACTION to read as follows:

"2. Authorize the Mayor, Harry W. Rilling, to execute a Sublease Agreement among the City of Norwalk, Connecticut Institute of Communities, Inc. (CIFC) and, Odyssey Learning Inc. for the use of the Nathaniel Ely Center for the operation of a 2018 summer child care programming for Head Start children from July 5, 2018 to August 3, 2018.

3. Authorize the Mayor, Harry W. Rilling, to execute a Sublease Agreement among the City of Norwalk, Connecticut Institute of Communities, Inc. (CIFC) and Stepping Stones Museum for Children, Inc. for the use of the Ben Franklin Center for the operation of a 2018 summer child care programming for Head Start children from July 5, 2018 to August 3, 2018."
- 6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Southport Contracting, Inc. for the installation of new boilers at Cranbury Elementary School for a total not to exceed \$240,000.00. Capital Budget Account No. 09185010 5777 C0610 and Norwalk Public Schools – State Alliance II Grant Account No. 28355200-430-25
- 6b. Authorize the NFCC to issue Change Order on Contract for a total not to exceed \$24,000.00.
- 7a. Authorize the Mayor, Harry W. Rilling to execute a contract with HAZ-PROS, Inc. for the Cranbury Elementary School Asbestos Removal Project for a total not to exceed \$79,200.00. Account No. 09175010 5777 CO595.
- 7b. Authorize BOE Facilities Department to issue Change Orders for a total not to exceed \$7,920.00.
- 8a. Authorize the Mayor, Harry W. Rilling, to execute a contract with Reliable Flooring Contractor LLC., for the Cranbury Elementary School Asbestos Removal / Flooring Replacement Project for a total not to exceed \$36,025.00. Funding for this project is available from Account No. 09175010 5777 CO595.
- 8b. Authorize BOE Facilities Department to issue Change Orders for a total not to exceed \$3,600.00.
- 9a. Authorize the City's Purchasing Agent to issue a purchase order to Automated Building Systems, Inc., for the Norwalk High School and Brien McMahon High School Retro-Commissioning Energy Conservation Project for a total not to exceed \$50,819.00. Account No. 09195010 5777 C0621.
- 9b. Authorize BOE Facilities Department to issue Change Orders for a total not to exceed \$5,081.00.

10. Authorize the City's Purchasing Agent to issue a purchase order to Colliers International for the Norwalk High School and Brien McMahon High School Retro-Commissioning Energy Conservation Project for a total not to exceed \$35,420.00. Account No. 09195010 5777 C0621.
- 11a. Authorize the Mayor, Harry W. Rilling, to execute a contract with A. V. Tuchy, Inc., for the Kendall Elementary School Cafeteria & Kitchen Upgrades Project for a total not to exceed \$194,800.00. Funding for this project is available from Account No. 09175010 5777 C0585.
- 11b. Authorize BOE Facilities Department to issue Change Orders for a total not to exceed \$19,480.00.
- 12a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with M. Brett Painting Co., Inc. for the Norwalk High School Exterior Painting Project for a total not to exceed \$258,480.00. Funds are available in Account No. 09185010 5777 C0610
- 12b. Authorize the NFCC to issue Change Order on Contract for a total not to exceed \$25,848.00
13. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with JCJ Architecture, PC for architectural design services (Tasks C, D & E) for the new South Norwalk School at Ely Site (a.k.a. New Columbus School) for a total not to exceed of \$1,110,000.00. Account No. 09185010 5777 C0607
- 14a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Emcor Services New England Mechanical for the Norwalk High School Kitchen Walk-in Refrigerator and Freezer energy efficient equipment upgrade project for a total not to exceed \$61,274.00. Funds are available in Account No. 09185010 5777 C0610
- 14b. Authorize the NFCC to issue Change Order on Contract for a total not to exceed \$6,127.00.

F. PLANNING COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents associated with submission of the PY44 AAP to HUD.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents consistent with the approved 2015-2019 Consolidated Plan and PY44 Annual Action Plan.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

FACILITIES CONSTRUCTION COMMISSION	M/C	Nrwk Code 30-1515
BRYAN KERSCHNER (D)		Term Expires 1/01/2019
5 Outer Road		Replaces James Hamilton
Norwalk, CT 06854		

BIKE WALK COMMISSION	M/C	Nrwk Code 20-01
VINCENT SCICCHITANO (R)		Term Expires 06/30/2019
56 Winding Lane		Replaces Kevin Kane
Norwalk, CT 06851		

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

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

I. ROLL CALL

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

Council at Large:	Mr. Gregory Burnett	Mr. Michael Corsello
	Mr. Nicholas Sacchinelli	Mr. Douglas Stern
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Ms. Faye Bowman	Mr. Travis Simms (7:34 p.m.)
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. George Tsiranides	
District E:	Mr. Thomas Livingston	Mr. John Igneri

At Roll Call there were twelve (12) Common Council members present and three (3) absent (Mr. Hempstead; Mr. Simms (7:34 p.m.) and Ms. Smyth) Also present were Mayor Harry Rilling; Corporation Counsel, Mario Coppola and City Clerk, Donna King.

II. ACCEPTANCE OF MINUTES

Regular Meeting: May 8, 2018

**** MR.IGNERI MOVED TO ACCEPT THE MINUTES AS PRESENTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

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

Mr. Simms joined the meeting at 7:34 p.m.

Ms. Diane Lauricella spoke about the proposed Ordinance, item 7C4 and suggested a title change. She also asked the Common Council to consider the reference “just to the public” to be discussed more fully. Under enforcement, Ms. Lauricella suggested that it would be better to be limited to specific departments.

Ms. Lisa Stewart, Norwalk River Watershed Association spoke about the proposed Ordinance, item 7C4 and said she was concerned about enforcement and the improper use of materials for building. She asked why anyone would not want to ban this from public and private construction.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS There were none this evening.

MAYOR’S REMARKS:

Mayor Rilling acknowledged the presence of Mr. Josh Morgan, the new Grants Coordinator and Communications Manager.

Mayor Rilling announced the upcoming Rowayton and Norwalk Memorial Day parades. He also announced the Pride in the Park event being held on June 9th.

Mayor Rilling spoke about Norwalk's dedication to our Veterans.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

B. CONSENT CALENDAR:

**** MR. STERN MOVED THE FOLLOWING CONSENT CALENDAR:**

VI.A.1,

VII.A.1, VII.A.2a, VII.A.2b, VII.A.3, VII.A.4,

VII.B.1, VII.B.2, VII.B.3, VII.B.5,

VII.C.1,

VII.D.1a, VII.D.1b

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

**1. AUTHORIZATION TO SETTLE CLAIM: AUSTIN GETNER, PPA
AMY GETNER V. CITY OF NORWALK, *ET AL***

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. TECHNICAL CORRECTION OF COMMON COUNCIL ACTION ON MARCH 27, 2018 ITEM VII B 1 TO REVISE SET UP DATE AND TIME ORIGINAL SATURDAY, JUNE 2, 2018 AT 9:00 AM NEW ACTION TO READ AS FOLLOWS:

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH NINETY 9 BOTTLES FOR THE USE OF OYSTER SHELL PARK FOR THE NINETY 9 BOTTLES CRAFT BEER FESTIVAL TO BE HELD SATURDAY, JUNE 2, 2018 FROM 2:00 PM – 5:00 PM. SET UP TO TAKE PLACE FRIDAY, JUNE 1, 2018 AT 2:00 PM WITH TEAR DOWN NO LATER THAN SATURDAY, JUNE 2, 2018 AT 10:00 PM. ESTIMATED ATTENDANCE 1,200.

2. TECHNICAL CORRECTION OF COMMON COUNCIL ACTION ON APRIL 24, 2018 ITEM VII B 2A AND 2B TO INCLUDE A RAIN DATE. NEW ACTION TO READ AS FOLLOWS:

A) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE EXCHANGE CLUB OF NORWALK FOR THEIR USE OF TAYLOR FARM FOR THE GATEWAY ANTIQUE AUTO SHOW TO BE HELD SUNDAY, APRIL 29, 2018 FROM 8:00 AM – 5:00 PM WITH A RAIN DATE OF SUNDAY, MAY 6, 2018. SET UP TO BEGIN SUNDAY, APRIL 29, 2018 AT 6:00 AM WITH TEAR DOWN NO LATER THAN 7:00 PM ON SUNDAY, APRIL 29, 2018.

B) APPROVE THE USE OF THE SHOW MOBILE BY THE EXCHANGE CLUB OF NORWALK FOR USE AT TAYLOR FARM ON SUNDAY, APRIL 29, 2018 FROM 8:00 AM – 5:00 PM WITH A RAIN DATE OF SUNDAY, MAY 6, 2018.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH LIGHT FOR KARA FOR THEIR USE OF CALF PASTURE BEACH FOR THE LIGHT FOR KARA 5K TO BE

**HELD SATURDAY, OCTOBER 13, 2018 FROM 8:00 AM – 12:00 NOON
WITH SET UP TO TAKE PLACE AT 6:30 AM AND TEAR DOWN NO
LATER THAN 1:00 PM ON SATURDAY, OCTOBER 13, 2018.
ESTIMATED ATTENDANCE 300.**

**4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO
AN AGREEMENT WITH STEW LEONARD'S FOR THE USE OF
ANDREWS PARKING AREA TO SERVICE THEIR EMPLOYEES
DURING BUSY STORE DATES.**

2018:

JUNE 30

JULY 1, 2, 3

NOVEMBER 20, 21

DECEMBER 1, 2, 8, 9, 22, 23, 24

2019:

APRIL 19, 20

MAY 11, 12

MAY 25, 26,

B. FINANCE COMMITTEE

**1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS
COMMITTEE DATED: MAY 10, 2018.**

**2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX
COLLECTIONS DATED MAY 10, 2018.**

**3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX
COLLECTOR'S REPORT DATED: APRIL 30, 2018.**

**5. RESOLVED, THAT A SUM NOT TO EXCEED \$1,345 BE AND THE
SAME IS HEREBY TRANSFERRED FROM INCREASED REVENUES
FROM THE STATE OF CONNECTICUT LIBRARY TO THE NORWALK
PUBLIC LIBRARY.**

C. ORDINANCE COMMITTEE

1. APPROVE PROPOSED REVISIONS TO THE 401 GOVERNMENTAL MONEY PURCHASE PLAN & TRUST BASIC DOCUMENT

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1A. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO COMMERCIAL HEATING SUPPLY, A DIVISION OF TORRICO COMPANY FOR THE PURCHASE OF BOILERS FOR THE CRANBURY SCHOOL BOILERS REPLACEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$74,551.00 CAPITAL BUDGET ACCT. #09185010 5777 C0610 AND NORWALK PUBLIC SCHOOLS – STATE ALLIANCE II GRANT ACCOUNT NO: 28355200-430-25

1B. AUTHORIZE AN ALLOWANCE FOR CHANGE ORDER FOR A TOTAL NOT TO EXCEED \$4,000.00.

**** MOTION PASSED UNANIMOUSLY**

B. FINANCE COMMITTEE

**** MR. BURNETT MOVED THE FOLLOWING RESOLUTION:**

4. RESOLVED, THAT A SUM NOT TO EXCEED \$1,200,000 BE AND THE SAME IS HEREBY TRANSFERRED FROM FUND BALANCE TO THE BOARD OF EDUCATION TO FUND A SPECIAL EDUCATION'S DEVELOPMENT FUND REPRESENTING THE FINAL PAYMENT OF THE THREE YEAR MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE CITY OF NORWALK.

Mr. Burnett explained that this item is related to Special Education funding to bring services into the District.

Mr. Kydes asked Mr. Thomas Hamilton, Board of Education Finance Director if they reached the savings expected from this initiative. Mr. Hamilton said they are on track. The number of students being placed out of District has declined, so they are achieving savings in that area. In addition, they are projecting that expenses will also decline.

**** MOTION PASSED UNANIMOUSLY**

C. ORDINANCE COMMITTEE

**** MS. MELENDEZ MOVED THE FOLLOWING ITEMS:**

2. APPROVE PROPOSED REVISIONS TO ARTICLE II SIGNS ON STREETS AND HIGHWAYS:

A) § 21-19 (PERMITS REQUIRED; FEE)

B) § 21-21 (REQUIREMENT FOR SIGNS)

Mr. Livingston said this issue came to his attention when he visited Bucchiarelli Farm and despite the fact they have been posting signs for many years, they ran afoul of the City's sign ordinance. He said the proposed amendment to the Ordinance will allow farms to post up to seven signs. Mr. Livingston said this is a local farm with a limited season. The State of Connecticut recognizes the importance of local agriculture.

Mr. Corsello said that he has been going to Bucchiarelli's Farm since he was a kid, but does not think this Ordinance will do what they want. The Ordinance does not allow them to advertise what they have items for sale.

Mr. Corsello said he has a problem carving special exceptions. This Ordinance makes provisions for one entity and that is bad practice. He said he can not support this item.

Mr. Livingston explained that the definition is the one used and recommended by the State. In addition, the State supports farming.

**** MOTION PASSED WITH TWO (2) VOTES IN OPPOSITION (MR. CORSELLO AND MR. SIMMS) AND ONE (1) ABSTENTION (MS. BOWMAN)**

**** MS. MELENDEZ MOVED THE FOLLOWING ITEM**

3. APPROVE PROPOSED REVISIONS TO ARTICLE III TAX RELIEF FOR THE ELDERLY AND DISABLED HOMEOWNERS:

A) § 103-6 (ELIGIBILITY)

B) § 103-12 (AMOUNT OF BENEFITS; ANNUAL ADJUSTMENT)

Ms. Melendez explained that since she has been on the Common Council this Ordinance has been addressed to help some of our most vulnerable constituents. It is important to continue to do this.

Mr. Burnett said that this will have a positive effect and will increase the amount of tax relief and benefit for both tier one and tier two. He thanked the Tax Assessor, Mr. Stewart and his team for putting this initiative forward.

Ms. Bowman said Mr. Stewart did a great job and said she wants to be sure churches and community centers have the information that income levels have increased. She said this is great and that she supports this.

Mayor Rilling explained there was a public information session last year that was quite informative and encouraged Mr. Stewart to hold one again this year. He also suggested doing a press release notifying people when the session will take place.

Mayor Rilling encouraged the State Legislators to work in initiatives so they do not have to rely on property tax.

Mayor Rilling thanked the Ordinance Committee and the Common Council and Mr. Stewart. He said this is the fifth year in a row they have been able to provide property tax relief.

**** MOTION PASSED UNANIMOUSLY**

**** MS. MELENDEZ MOVED THE FOLLOWING ITEM:**

**4. APPROVE PROPOSED NEW ORDINANCE: PROHIBITING
NATURAL GAS WASTE AND OIL WASTE FROM NATURAL GAS
EXTRACTION ACTIVITIES WITHIN THE CITY OF NORWALK.**

Ms. Melendez explained that when this item was first discussed, so many residents came out to express their feelings about this issue. If this Ordinance is passed, it will be one more big city in the State to do so.

**** MS. MELENDEZ MOVED TO AMEND SECTION C1 TO REMOVE
“PUBLIC”**

Mr. Yerinides said that passing this ban is a monumental step. He said he was inspired by the number of people engaged by this. This is a ban that closes more loopholes and ensures the safety of our residents.

Mr. Corsello said, regrettably, he has concerns. He said he does not want fracking waste anywhere, but he is not in favor of having laws the City can't enforce. This is not for municipalities to enforce. He said what is being said is that the City is against fracking and that can be done through a resolution.

Ms. Bowman said she was going to abstain from this vote. She said this is an important issue and the Ordinance can't be enforced.

Mr. Livingston noted that Section B provides specific language for City contractors and stops fracking waste from being used.

Mr. Simms said he was also going to abstain since the law can't be enforced, it is almost like pushing the can down the road. As Mr. Corsello said, this is a State issue.

Mr. Sacchinelli said the Ordinance needs to be in place before they can determine how it can be enforced.

Mr. Yerinides said the Health Department is willing to help where they can to enforce the Ordinance. He said it is important that Norwalk be a leader, especially in environmental issues and not leave it to the State to fight this battle.

Ms. Bowman said no one owns the enforcement of this Ordinance. She asked who was going to enforce this.

Mr. Corsello said that while the Health Department is in favor of this ban, they can't issue citations. He reiterated his concern that this is a law that can't be enforced.

**** THE AMENDMENT PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. CORSELLO) AND TWO (2) ABSTENTIONS (MS. BOWMAN AND MR. SIMMS)**

**** MOTION AS AMENDED PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. CORSELLO) AND TWO (2) ABSTENTIONS (MS. BOWMAN AND MR. SIMMS)**

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

**** MR. LIVINGSTON MOVED THE FOLLOWING ITEM:**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ON BEHALF OF THE CITY OF NORWALK, THE DOCUMENT TITLED ADMINISTRATIVE SETTLEMENT AGREEMENT, BETWEEN THE CITY OF NORWALK AND THE STATE OF CONNECTICUT FOR THE STATE TO OBTAIN CERTAIN PROPERTY RIGHTS FROM THE CITY'S PROPERTY AT 10 NORTH WATER STREET, NORWALK, CT WHERE THE MARITIME AQUARIUM IS LOCATED, AND FOR THE FUNCTIONAL REPLACEMENT OF THE IMAX THEATRE AND OTHER IMPROVEMENTS AT THE MARITIME AQUARIUM.

Mr. Livingston explained that this agreement provides certain easements in exchange for funding for functional replacement of the IMAX Theatre and other items. He said that he was told that this is the only time that a functional replacement provision has been used. Mr. Livingston commented all for negotiating a great deal.

Ms. Bowman asked if someone from The Maritime Aquarium wished to talk.

Mr. Michael Widland, Chairman of the Board said they are very much in favor of this. He noted it represents three years of work with the City and will help ensure the revitalization of South Norwalk.

Mr. Kydes praised the attorneys and Dr. Davis and said it is a very good deal for the City.

Mr. Corsello said this is a unique circumstance and the only time the State has agreed to these provisions.

Ms. Bowman said that she and Mr. Simms, as representatives in South Norwalk would like to see The Maritime Aquarium succeed through this process.

Mayor Rilling said this is bitter sweet because Dr. Davis is leaving for Atlanta. He did a remarkable job in elevating The Maritime Aquarium to a level only imagined. He said it has been challenging, but they were able to protect The Maritime Aquarium and the City's interest.

Mayor Rilling wished Dr. Davis Godspeed.

Mr. Livingston said he wanted to commend the leadership at The Maritime Aquarium for their ban of plastics.

Mr. Simms said Dr. Davis has been instrumental in moving The Maritime Aquarium forward and as a member of the Maritime Aquarium Authority he is extremely proud of his leadership.

Dr. Davis was given a standing ovation.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MR. IGNERI MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:29 p.m.

ATTEST: _____

Donna King, City Clerk

Bryan Kerschner
5 Outer Rd
Norwalk CT 06854
203-216-4772
Kerschbs@gmail.com

D

Dist E

Overview

I am a Project Manager for Kerschner Development, an established residential construction company here in Fairfield County. I have worked in multiple roles with the company working my way up from a general laborer to running most of our day to day operations, with experience in both custom and spec housing in the area. I am goal orientated, organized, with strong communication skills.

Professional Experience

Intercon Solutions 2010-2012—Inside Sales Consultant

- Established new clients using 100% self generated leads in a competitive cold calling environment
- Participated in long term marketing campaigns including but not limited to cold calling, snail mail, social media marketing, and email correspondence.
- Worked with City and State municipalites to submit RFP/RFQ documentation, scheduled material pickup and disposal, billing, etc.

Kerschner Development 2012-Present – Project Manager

- Helped oversee the construction of 25+ single family houses in Fairfield County
- Coordinated, designated, and oversaw the scheduling of 35+ sub contractors per house
- Oversaw material orders, sub-contractor proposals for work
- Created bids for new work on custom owner projects
- Coordinated and oversaw all interactions with City Municipalities including but not limited to: creation of building permits, scheduling all job site inspections, Certificate of Occupancy inspections.

Applicable Certifications

- HERS certified energy efficiency rater
- OSHA 10 Hour Certification
- OSHA Fall Protection Certification

Education History

Bachelor of Arts- Environmental Studies
Eckerd College St. Petersburg FL

May 2010

Bachelor of Arts- Political Studies
Eckerd College St. Petersburg FL

May 2010

References Available upon Request

Vincent Scicchitano
56 Winding Lane
Norwalk, CT 06851
203-846-9255 – home
203-854-0338 – work
203-515-0365 – cell
accurateauto1@optonline.net



Professional

Accurate Auto Repair, Norwalk, CT
Owner/Operator
ASE Certified Master Mechanic
Licensed Emissions Technician
2000 – Present

Professional Auto Center, Norwalk, CT
Owner/Operator
1982 – 2000

Community

Norwalk Seaport Association
2015, 2016, President
2013, 14, Vice President
2010 – Present, Trustee and Member

St. Ann's Club - 2006 – Present, Recording Secretary

South Norwalk Boat Club Member

East Norwalk Business Association Member

Norwalk Chamber of Commerce Member

Republican Town Committee Member

Maritime Aquarium Board Member

Coachman's Car Club Member

St. Philip Church Parishioner

Education

Norwalk High School Graduate, Class of 1979
Porter & Chester Auto Mechanics
Master Certified Auto Technician

Personal

Married to Maria Scicchitano
Children - Taylor, Rachel and Brandon

Hobbies and Interests

Drag Racing Cars

Motorcycles

Restoring classic cars

Golf

Boating on the Long Island Sound

Snow Skiing, Water Skiing, Fishing

Captain of Norwalk Parks & Rec Volleyball Team

Preserving the Long Island Sound and Sheffield Island



Department of Youth Services

VII. A

5 May, 2018

TO: Members of the Health, Welfare, and Public Safety Committee of the Norwalk Common Council

From: David Walenczyk, Director, Norwalk Department of Youth Services

Subject: Juvenile Review Board (JRB) agreements for services contracts.

Approval is requested for the Mayor to renew our Westport JRB agreement with modifications (fee increase), and to initiate a new agreement for JRB services with the Town of Weston. These agreements subsidize the cost of providing JRB services to Norwalk youth by generating revenue toward this function. Except for terms pertaining to cost and number of cases provided per year the agreements are identical. Looking forward there may be opportunities to procure service regionalization grants as well as the potential (via strong advocacy efforts) for the State of Connecticut to create a unique funding stream to Youth Service Bureaus (YSB's) who operate JRBs. These agreements create a greater opportunity to capture a larger share of those dollars should they come to fruition.

These should be considered as two separate items to be considered for approval as follows:

"Authorize Mayor Harry W. Rilling to sign a renewed Juvenile Review Board (JRB) services agreement between the Town of Westport and the City of Norwalk. Westport will pay Norwalk the sum of \$18,000 for fiscal year 2018-2019, and \$20,000 for fiscal year 2019-2020 for provision of JRB program and support services of up to 15 cases per each fiscal year."

AND

"Authorize Mayor Harry W. Rilling to sign a new agreement for Juvenile Review Board (JRB) services between the Town of Weston and the City of Norwalk. Weston will pay Norwalk the sum of \$15,000 for fiscal year 2018-2019 for provision of JRB program and support services of up to 12 cases per fiscal year July 1, 2018 to June 30, 2019."

Thank you for your consideration of these items. I plan to attend the next HW&PS committee meeting to answer any/all questions relating to these items.

Dave

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
TOWN OF WESTPORT
FOR JUVENILE REVIEW BOARD SERVICES**

THIS AGREEMENT entered into on the ____ day of _____, 2018, by and between the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called "NORWALK," and the **TOWN OF WESTPORT**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by James Marpe, its First Selectman, duly Authorized, hereinafter referred to as "WESTPORT."

W I T N E S S E T H

WHEREAS, Norwalk, operates the Norwalk Juvenile Review Board, which provides a Positive alternative to the juvenile criminal justice system for children and their families, and

WHEREAS, the parties have agreed to terms and conditions pursuant to which NORWALK will make available to WESTPORT and the WESTPORT POLICE DEPARTMENT, its Juvenile Review Board's program and related services for the benefit of Weston youth and their families.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of this Agreement shall commence July 1, 2018 and continue until June 30, 2019, unless terminated by either party, as set forth herein. This agreement shall automatically renew each July 1st for the upcoming 12 month period by mutual agreement, unless terms of the agreement are changed, or either party chooses to terminate this agreement. If modified, any change in terms shall be set forth in writing. Either party can also terminate this Agreement at any time for any and no reason,

- by giving fifteen (15) days prior written notice to the other. Such notice shall specify the effective date of termination and be delivered to the addresses listed herein.
2. (A) NORWALK agrees to provide the services of its Juvenile Review Board (hereinafter, "the Board") to perform client intake, assessment, case management, and other direct services generally offered by the Board under its programs. Such services will be provided for individuals and families, who are residents of WESTPORT, identified and referred by the WESTPORT Police Department from its Family with Service Needs (FWSN) and delinquency cases. NORWALK will dedicate of total of four (4) hours of staff time per week to provide such services for up to twelve (15) cases per year. The respective responsibilities of the parties with regard to the individuals and families referred to NORWALK are outlined in the attached **Exhibit A**. WESTPORT agrees to assist and cooperate with NORWALK for the benefit of the clients referred and the program and services offered.
- (B) NORWALK will also make available to WESTPORT its "intervention" services offered by its Youth Services Department, in accordance with the terms of this Agreement. Such services shall include counseling, youth development, and aggression replacement training programs (also known as "anger management"). A determination of appropriateness of such services and the scope of the services offered in each case will be made on an individual basis by the Norwalk Director of Youth Services.
3. The above services will be made available to WESTPORT based on a schedule approved by The NORWALK Juvenile Review Board and the Director of Norwalk Youth Services.
4. The fees for the above services rendered by NORWALK hereunder shall be a total of **EIGHTEEN THOUSAND DOLLARS (\$18,000.00)** for the full twelve (12) month term July 1, 2018 to June 30, 2019. And, **TWENTY THOUSAND DOLLARS (\$20,000.00)** for the full twelve (12) month term July 1, 2019 to June 30, 2020. The fees may be paid in total or in

two installments with half due at the commencement of this agreement and the other half due in January of the contract year. All fees are non-refundable.

5. All documents and reports, including the intake form, case notes and other related information, generated in connection with NORWALK's services shall be retained in NORWALK and subject to applicable rules of confidentiality.
6. NORWALK shall provide quarterly reports to WESTPORT, setting out the services rendered pursuant to this Agreement. Such report shall include information on the number of cases opened, the types of services rendered, and hours spent related to services rendered on behalf of WESTPORT, including the days and times of performance.
7. WESTPORT agrees to work cooperatively with and to support and assist the role of the Juvenile Review Board hereunder. This includes compliance with any reasonable requests for information or documentation related to clients referred and services performed hereunder. Additionally, WESTPORT shall be responsible for providing to NORWALK's Director of Youth Services any information or documentation reasonably requested in connection with the services to be performed hereunder.
8. NORWALK will accept requests for services from WESTPORT through its Police Department or its designee and will schedule intake and other services according to applicable NORWALK protocols.
9. The parties mutually agree to indemnify, defend and hold harmless each other and their respective officials, agents, volunteers, representatives and employees, from and against any and all claims, including third party claims, damages, losses, litigation and expenses (including reasonable attorney's fees), arising out of or in connection with this Agreement or the services or programs offered hereunder.

10. The parties understand and acknowledge that with respect to the services to be Performed hereunder by NORWALK, its Juvenile Review Board and Department of Youth Services, shall be considered an independent contractor and not an agent or employee of WESTPORT.
11. All notices of any nature referred to in this Agreement 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 NORWALK: David Walenczyk
Director of Youth Services
City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

TO WESTPORT: James Marpe, First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06883

The parties hereby represent to each other as follows:

That they each have complied with all legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized municipal officer in accordance with such officer's powers and authority and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the Agreement has been executed in four (4) counterparts and
and seals affixed this day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK, CONNECTICUT

Witness

By: _____

Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: _____

Witness

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WESPORT, CONNECTICUT

Witness

By: _____

James Marpe
Its First Selectman
Duly Authorized

Date Signed: _____

Witness

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
TOWN OF WESTON
FOR JUVENILE REVIEW BOARD SERVICES**

THIS AGREEMENT entered into on the ____ day of _____, 2018, by and between the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called "NORWALK," and the **TOWN OF WESTON**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Christopher Spaulding, its First Selectman, duly Authorized, hereinafter referred to as "WESTON."

W I T N E S S E T H

WHEREAS, Norwalk, operates the Norwalk Juvenile Review Board, which provides a Positive alternative to the juvenile criminal justice system for children and their families, and

WHEREAS, the parties have agreed to terms and conditions pursuant to which NORWALK will make available to WESTON, its Juvenile Review Board's program and related services for the benefit of Weston youth and their families.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of this Agreement shall commence July 1, 2018 and continue until June 30, 2019, unless terminated by either party, as set forth herein. This agreement shall automatically renew each July 1st for the upcoming 12 month period by mutual agreement, unless terms of the agreement are changed, or either party chooses to terminate this agreement. If modified, any change in terms shall be set forth in writing. Either party can also terminate this Agreement at any time for any and no reason,

by giving fifteen (15) days prior written notice to the other. Such notice shall specify the effective date of termination and be delivered to the addresses listed herein.

2. (A) NORWALK agrees to provide the services of its Juvenile Review Board (hereinafter, "the Board") to perform client intake, assessment, case management, and other direct services generally offered by the Board under its programs. Such services will be provided for individuals and families, who are residents of WESTON and identified and referred by WESTON, from its Truancy, Family with Service Needs (FWSN) and delinquency cases. NORWALK will dedicate of total of four (4) hours of staff time per week to provide such services for up to twelve (12) cases per year. The respective responsibilities of the parties with regard to the individuals and families referred to NORWALK are outlined in the attached **Exhibit A**. WESTON agrees to assist and cooperate with NORWALK for the benefit of the clients referred and the program and services offered.

(B) NORWALK will also make available to WESTON its "intervention" services, offered by its Youth Services Department, in accordance with the terms of this Agreement. Such services shall include counseling, youth development, and aggression replacement training programs (also known as "anger management"). A determination of appropriateness of such services and the scope of the services offered in each case will be made on an individual basis by the Norwalk Director of Youth Services.

3. The above services will be made available to WESTON based on a schedule approved by The NORWALK Juvenile Review Board and the Director of Norwalk Youth Services.
4. The fees for the above services rendered by NORWALK hereunder shall be a total of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the full twelve (12) month term. The fees may be paid in total or in two installments with half due at the commencement of this agreement and the other half due in January (2019). All fees are non-refundable.

5. All documents and reports, including the intake form, case notes and other related information, generated in connection with NORWALK's services shall be retained in NORWALK and subject to applicable rules of confidentiality.
6. NORWALK shall provide quarterly reports to WESTON, setting out the services rendered pursuant to this Agreement. Such report shall include information on the number of cases opened, the types of services rendered, and hours spent related to services rendered on behalf of WESTON, including the days and times of performance.
7. WESTON agrees to work cooperatively with and to support and assist the role of the Juvenile Review Board hereunder. This includes compliance with any reasonable requests for information or documentation related to clients referred and services performed hereunder. Additionally, WESTON shall be responsible for providing to NORWALK's Director of Youth Services any information or documentation reasonably requested in connection with the services to be performed hereunder.
8. NORWALK will accept requests for services from WESTON through its Youth Services Department or its designee and will schedule intake and other services according to applicable NORWALK protocols.
9. The parties mutually agree to indemnify, defend and hold harmless each other and their Respective officials, agents, volunteers, representatives and employees, from and against any and all claims, including third party claims, damages, losses, litigation and expenses (including reasonable attorney's fees), arising out of or in connection with this Agreement or the services or programs offered hereunder.

10. The parties understand and acknowledge that with respect to the services to be Performed hereunder by NORWALK, its Juvenile Review Board and Department of Youth Services, shall be considered an independent contractor and not an agent or employee of WESTON.
11. All notices of any nature referred to in this Agreement 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 NORWALK: David Walenczyk
Director of Youth Services
City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

TO WESTON: Jonathon Luiz, Town Administrator
Town Hall
56 Norfield Road
Weston, CT 06883

The parties hereby represent to each other as follows:

That they each have complied with all legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized municipal officer in accordance with such officer's powers and authority and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the Agreement has been executed in four (4) counterparts and
and seals affixed this day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK, CONNECTICUT

Witness

By: _____

Harry W. Rilling

Its Mayor

Duly Authorized

Date Signed: _____

Witness

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WESTON, CONNECTICUT

Witness

By: _____

Christopher Spaulding

Its First Selectman

Duly Authorized

Date Signed: _____

Witness



Axon Enterprise, Inc.
Protect Life,
17000 N 85th St.
Scottsdale, Arizona, 85255
United States
Phone: (800) 678-2737

QUOTE: Q-153365-43151.570LE

Issue Date: 02/19/2018

Quote Expiration: 02/26/2018

Account Number: 170910

Start Date: 04/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Sales Representative:

Laura Egan

Phone:

Email: legan@axon.com

Fax:

Primary Contact:

Thomas Kulhawik

(203) 864-3000

tkulhawik@norwalkct.org

BILL TO:

NORWALK POLICE DEPT - CT

1 MONROE ST

NORWALK, CT 06854

US

SHIP TO:

Thomas Kulhawik

NORWALK POLICE DEPT - CT

1 MONROE ST

NORWALK, CT 06854

US

YEAR ONE- BWC

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	179	164.20	29,391.80
85110	EVIDENCE.COM INCLUDED STORAGE	1,790	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	5	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	160	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	179	6.92	1,238.68
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	30	336.00	10,080.00
85036	EVIDENCE.COM STORAGE	17,900	0.75	13,425.00
Hardware				
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	179	499.00	89,321.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	179	0.00	0.00
74022	SM POCKET MOUNT, 4" , AXON RAPIDLOCK	179	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	179	0.00	0.00
74006	AXON DOCK, 6 BAY + CORE, AXON BODY 2	30	1,495.00	44,850.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	30	42.00	1,260.00
73031	VIEWER, IOS	10	213.00	2,130.00
Services				
85144	AXON STARTER	1	2,500.00	2,500.00
			Subtotal	196,536.48
			Estimated Shipping	0.00
			Taxes	0.00
			Total	196,536.48

Q-153365-43151.570LE

YEAR ONE- CEW

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
85700	TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	179	458.00	81,982.00
Hardware				
22003	HANDLE, YELLOW, CLASS III, X2	179	0.00	0.00
70116	PPM, SIGNAL	179	0.00	0.00
22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	165	0.00	0.00
22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	14	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	537	0.00	0.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	537	0.00	0.00
22155	CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25'	50	49.00	2,450.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	2	188.00	376.00
80137	TASER 60 X2 UNLIMITED	179	0.00	0.00
Other				
80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	10	31.00	310.00
Services				
85147	CEW STARTER	1	2,500.00	2,500.00
11609	SMART WEAPON TRANSITION SERVICE	1	1,500.00	1,500.00
			Subtotal	89,118.00
			Taxes	0.00
			Total	89,118.00

BWC SPARE EQUIPMENT

Item	Description	Quantity	Net Unit Price	Total (USD)
Hardware				
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	5	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	5	0.00	0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	5	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	5	0.00	0.00
			Subtotal	0.00
			Taxes	0.00
			Total	0.00

CEW SPARE EQUIPMENT

Item	Description	Quantity	Net Unit Price	Total (USD)
Hardware				
22003	HANDLE, YELLOW, CLASS III, X2	2	0.00	0.00
70116	PPM, SIGNAL	2	0.00	0.00



CITY OF NORWALK
Accounting & Treasury

To: Members of the Finance Committee

From: Frederic J. Gilden, Comptroller

Re: Capital Projects Appropriation and Bonding Authority

Date: May 29, 2018

Attached is our yearly authorization to Appropriate and Bond Authorization for projects that the Norwalk Common Council has already approved during this year's Capital Project Process. This allows the City to do what is necessary to complete the projects including Requests for Proposals, Encumbering, and Bonding either on a temporary or permanent basis for the projects. Even though the full costs of projects are appropriated for a particular year, as 2018-19, it does not mean that all the activity will occur in that year. It can occur over multiple years as major school projects.

Each year we do a 5 year capital plan to determine capital needs for the next five years. Especially in the case of the school system we want to capture the full cost of their capital needs prior to review by the City employees and Boards so the needs of the whole can be prioritize. After all items are reviewed and recommended and approved the capital budget for the year is determined. The cost of the school project that is appropriated includes both what will eventually will be bonded by the city or reimbursed by grants from the State of Connecticut for school construction. The actual expenditure for a school project will not happen all in the first year. We estimated that 10% will be spent in the first year for pre-construction and initial costs, 60% during the second year, and 30% in the third year. It necessary that as we go through the design phase and state review process that the total cost of each project be shown that all parties know the full cost of the project so it can be reviewed and designed. When we go to contract for different phases it is necessary to have the full amounts appropriated to make the process more efficient. Also note actual percents may differ from estimates.

When we bond for projects the City must get approval as indicated in the Bonding Authorization attached by certain leadership of the Common Council. We only bond what is necessary for the coming 12 months so that we do not pay interest on monies that we do not currently need. For July 2018 to June 30, 2019 we will bond \$30 million.

RESOLUTION MAKING APPROPRIATIONS FOR VARIOUS PUBLIC
IMPROVEMENTS AGGREGATING \$83,793,000 FOR THE 2018-2019
CAPITAL BUDGET AND AUTHORIZING THE ISSUANCE OF
\$83,793,000 GENERAL OBLIGATION BONDS OF THE CITY TO
MEET CERTAIN APPROPRIATIONS IN THE 2018-2019 CAPITAL
BUDGET.

RESOLVED:

Section 1. Appropriations aggregating \$83,793,000 are hereby made by the City of Norwalk, Connecticut (the "City") for each subtotal set forth opposite the City's departments and entities (herein collectively "Departments") attached hereto as Exhibit A. Each Departmental subtotal shall constitute an appropriation to meet the estimated costs of the projects or purposes (the "Projects") specified for each Department, respectively, as attached on Exhibit A.

Section 2. To meet such portion of the appropriation for each Department not funded from other sources, a maximum of \$83,790,000 bonds of the City are hereby authorized to be issued to fund the Projects in the amounts set forth on Exhibit B attached hereto.

Section 3. Said bonds may be issued and sold, subject to final approval by the Committee (as defined and described below) in one or more series as determined by the Director of Finance in an amount necessary to meet the City's share of the cost of the Projects determined after considering the estimated amount of State and Federal grants-in-aid of the Projects, or the actual amounts thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, financing, legal and other costs of issuance of such bonds. Subject to final approval by the Committee, the bonds of each series shall mature not later than the maximum maturity permitted by the General Statutes of Connecticut, as amended from time to time (the "Connecticut General Statutes"), and may be issued subject to earlier redemption by the City. The bonds of each series shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor, Comptroller and the Director of Finance, bear the City seal or a facsimile thereof, be payable at a bank or trust company designated by the Director of Finance, be certified by such bank or trust company, which bank or trust company may also be designated as the registrar and transfer agent, and be approved as to their legality by Pullman & Comley, LLC, Attorneys at Law. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The Common Council hereby delegates to the Mayor and the Director of Finance, subject to the final approval of the President of the Common Council, the Majority Leader of the Common Council, the Minority Leader of the Common Council, and the Chairman of the Finance Committee of the Common Council, or any two of them (the "Committee"), the authority to determine the number of series to be issued, the principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, and other terms, details and particulars of such bonds including the rate or rates of interest payable thereon and the terms of any purchase agreement executed in connection with the sale of the bonds in a negotiated underwriting.

Section 4. Said bonds shall be sold by the Mayor and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. If the bonds are sold by negotiation, the purchase agreement shall be signed by the Mayor and the Finance Director, subject to the final approval by the Committee. The Mayor and the Director of Finance are

authorized to prepare and distribute preliminary and final Official Statements of the City for use in connection with the offering and sale of any bonds.

Section 5. The Mayor and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be in such denominations, bear interest at such rate or rates and be payable at such time or times as shall be determined by the Mayor and the Director of Finance, be executed in the name of the City by the manual or facsimile signatures of the Mayor and the Director of Finance, have the City seal or a facsimile thereof affixed, be certified by a bank or trust company designated by the Director of Finance, and be approved as to their legality by Pullman & Comley, LLC as bond counsel. Such notes shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the capital improvements for the financing of which said notes were issued. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 6. In connection with the issuance of any bonds or notes authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, as may be approved and executed by the Mayor and the Director of Finance, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be subject to final approval by the Committee.

Section 7. To meet any portion of the costs of such projects determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-475 et seq. of the Connecticut General Statutes, as the same may be amended from time to time (the "Clean Water Fund Program"), the City is authorized and may issue interim funding obligations in anticipation of project loan obligations and project loan obligations ("Clean Water Fund Obligations") in such denominations as the Mayor and Director of Finance shall determine. The Mayor and Director of Finance are hereby authorized to determine the amount, date, maturity, interest rate, form and other details and particulars of such Clean Water Fund Obligations, subject to the provisions of the Clean Water Fund Program, and the Mayor, Director of Finance and Treasurer are authorized to execute and deliver the same. Said Clean Water Fund Obligations shall be secured as to both principal and interest by (i) a pledge of revenues to be derived from sewage system use and/or connection charges, benefit assessments, or both, (ii) the full faith and credit of the City, or (iii) any combination of (i) and (ii) above. The Mayor is hereby authorized to execute and deliver to the State in the name of and on behalf of the City Project Loan and Project Grant Agreements under the Clean Water Fund Program.

Section 8. Any appropriation, or portion thereof, not required, in the determination of the Common Council, for any Department set forth in Section 1, may be transferred by resolution of the Common Council to any other Department of the City.

Section 9. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution in the maximum amount and for the Projects with the proceeds of bonds, notes, or other obligations ("Tax Exempt Obligations") authorized to be issued by the City. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Projects, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as

expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of Tax Exempt Obligations. The Director of Finance is authorized to amend such expression of official intent to bind the City pursuant to such changes he deems necessary or advisable to maintain the continued exemption from federal income taxation of interest on the Tax Exempt Obligations.

Section 10. The Mayor and Director of Finance are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 11. The Mayor and Director of Finance are hereby authorized, on behalf of the City, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor is hereby authorized, on behalf of the City, to apply for and accept any and all Federal and State loans and/or grants-in-aid of the Projects, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the City with engineers, contractors and others.

EXHIBIT A			
2018-2019 CAPITAL BUDGET APPROPRIATION			
		Amount	Subtotal
Capital Budget 2018-19			
COMBINED DISPATCH			
	Replacement of Portable Radios	1,500,000	
SUBTOTAL - COMBINED DISPATCH			1,500,000
FIRE DEPARTMENT			
	Firetruck Intercom w/Headsets	10,000	
	Building Repairs Various Stations	35,000	
SUBTOTAL - FIRE DEPARTMENT			45,000
PUBLIC WORKS			
	Pavement Markings	50,000	
	James Street Bridge Over Silvermine	150,000	
	Structural Inspections & Repairs	35,000	
	Fleet Replacement	620,000	
	Pavement Management Program	5,000,000	
	Sidewalks & Curbing - Citywide	1,172,000	
	General Drainage	250,000	
	City Hall Repairs & Improvements	345,000	
	Various City Buildings - General Capital	50,000	
	Public Works Center	55,000	
	Energy Conservation Various Locations	25,000	
	Ben Franklin	190,000	
	Tree Planting General	10,000	
	East Avenue Reconstruction	1,000,000	
SUBTOTAL - PUBLIC WORKS			8,952,000
PARKING AUTHORITY			
	Parking Facilities	717,000	
	Revenue Control Equipment	295,000	
SUBTOTAL - PARKING AUTHORITY			1,012,000

EXHIBIT A			
2018-2019 CAPITAL BUDGET APPROPRIATION			
		Amount	Subtotal
WATER POLLUTION CONTROL AUTHORITY			
	Collection System Rehabilitation	5,000,000	
	Pump Station Upgrade	4,000,000	
	SCADA and I&C Systems	100,000	
SUBTOTAL - WPCA			9,100,000
BOARD OF EDUCATION			
	Columbus School	20,762,000	
	Jefferson School	23,902,000	
	Facilities Master Plan Implementation	12,815,000	
	Curriculum Materials & Textbooks	150,000	
	District Technology	1,000,000	
	Capital Repairs and Replacements	200,000	
	District Paving & Concrete	225,000	
	NHS Band Uniforms	94,000	
	Energy Conservation Program	110,000	
	District Vehicles	100,000	
SUBTOTAL - BOARD OF ED.			59,358,000
RECREATION & PARKS			
	Vehicles	283,000	
	Basketball & Tennis Courts	170,000	
	School & Park Playgrounds	150,000	
	Calf Pasture Beach	85,000	
	Paving Sidewalks Projects	25,000	
	Testa Field Turf Replacement	542,000	
	Backstop & Fencing Improvements	50,000	
	Tree Planting	50,000	
	Park Garage	92,000	
	West Rocks Soccer Complex	80,000	

EXHIBIT A			
2018-2019 CAPITAL BUDGET APPROPRIATION			
		Amount	Subtotal
	Veterans Memorial Park	83,000	
	Open Space Fund	50,000	
	Nathan Hale Fountain	45,000	
	SUBTOTAL - REC. AND PARKS		1,705,000
	LIBRARY		
	Professional Painting	18,000	
	Norwalk History Room Equipment	10,000	
	Norwalk Newspaper Digitization	20,000	
	SUBTOTAL - LIBRARY		48,000
	HISTORICAL COMMISSION		
	Lockwood House ADA Access	375,000	
	Smith Street Buildings	100,000	
	ADA Access Mill Hill	30,000	
	L-M Mansion Roof Repair	75,000	
	LWPA Murals	50,000	
	Museum Collection Archive	10,000	
	L-M Mansion Code & Repairs	85,000	
	SUBTOTAL - HISTORICAL COMM.		725,000
	REDEVELOPMENT AGENCY		
	Wall Street Improvements	500,000	
	Affordable Housing	250,000	
	SUBTOTAL - REDEV. AGENCY		750,000
	INFORMATION TECHNOLOGY		
	Citywide IT Projects	453,000	
	SUBTOTAL - IT		453,000

EXHIBIT A			
2018-2019 CAPITAL BUDGET APPROPRIATION			
		Amount	Subtotal
HEALTH			
	Oil Prover	33,000	
	Building Upgrades and Improvements	16,000	
	Health Department Technology Upgrades	26,000	
SUBTOTAL - HEALTH			75,000
HUMAN RELATIONS AND FAIR RENT			
	ADA Compliance	30,000	
SUBTOTAL - HR & FAIR RENT			30,000
PLANNING & ZONING			
	P & Z Office Upgrades	40,000	
SUBTOTAL - PLANNING & ZONING			40,000
Subtotal Capital Budget 2018-19			\$ 83,793,000

EXHIBIT A			
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	INFORMATION TECHNOLOGY		
	Citywide IT Projects	453,000	
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EXHIBIT A			
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SUBTOTAL - HEALTH			75,000
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	ADA Compliance	30,000	
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PLANNING & ZONING			
	P & Z Office Upgrades	40,000	
SUBTOTAL - PLANNING & ZONING			40,000
Subtotal Capital Budget 2018-19			\$ 83,793,000



THE ULTIMATE
SURFACE EXPERIENCE

VII. C

Date: Thursday, October 19, 2017

To: Ken Hughes
Interim Director, Rec and Parks
Superintendent, Rec and Parks
CPRP, Arborist
City of Norwalk, Connecticut
1 South Smith Street
06855

Phone: 203.505.5681

Email: khughes@norwalkct.org

From: Andrew Dyjak, Director of Sales – New England

Phone: (860) 333-7839

Email: andrew.dyjak@fieldturf.com

Subject: Norwalk High School Replacement Proposal

FieldTurf USA, Inc. is pleased to present the following proposal. Prices are based on the Capital Region Education Council (CREC) program. CREC provides pre-determined, preferential pricing through approved vendors. Since the products have already been bid at the national level, individual owners do not have to duplicate the formal bid process. Per AEPA IFB #016-Synthetic Turf

	Description	Quantity	Units	Unit Price	Total
	Sitework				
1	Remove & Dispose of Existing Turf	76,090	SF	\$0.73050	\$55,583.77
2	Laser Grade Existing Stone Base	76,090	SF	\$0.17529	\$13,338.11
	Subtotal Synthetic Turf Site Work				\$68,921.88
	Synthetic Turf				
3	FieldTurf REVOLUTION 360 2.5" FTRV360-1)	76,090	SF	\$4.57708680	\$348,270.53
4	Inlaid Football Numbers & Arrows	1	EA	\$7,140.00	\$7,140.00
5	Inlaid Football Hash Marks	1	EA	\$7,140.00	\$7,140.00
6	Inlaid Soccer Markings	1	EA	DONATED	DONATED
7	Inlaid Men's Lacrosse Markings	1	EA	DONATED	DONATED
8	Inlaid Women's Lacrosse Markings	1	EA	DONATED	DONATED
9	Center Logo, N, 18'X26' 1 color	1	EA	\$4,080.00	\$4,080.00
10	Gmax Testing (1) Test at Install	1	EA	\$1,530.00	\$1,530.00
	Subtotal Synthetic Turf				\$368,160.53
	Subtotal Project				\$437,082.41
11	Performance & Payment Bonds	1	LS	\$5,073.75	\$5,073.75
	Total Project				\$442,156.16

	Voluntary Alternates				
A1	Bag and Salvage Existing Infill in lieu of Disposal	76,090	SF	-\$0.25	-\$19,022.50
	Re-Use Existing Infill in lieu of New Sand/Rubber *	76,090	SF	-\$0.30	-\$22,827.00
	Total Alternate #1				-\$41,849.50

EXCLUSIONS:

- a) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) The supply or installation of the field edging
- c) Any costs associated with necessary charges relating to the delineation of the field.
- d) The supply of manholes or clean-outs or grates, or supply of the manhole covers.
- e) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- f) Site security (I.E. Patrols)
- g) Small vehicle to tow FieldTurf maintenance equipment
- h) All union labor or other labor law levies.
- i) All applicable sales and use taxes, owner to provide a tax exempt certificate
- j) Replacement or modifications/alteration of athletic equipment including but not limited to goal posts, soccer goals, field events, etc.
- k) Restoration
- l) Replacement or modification to the existing perimeter nailer board.
- m) FieldTurf is not altering or improving the existing drainage under the existing turf limits. No repairs, removal, milling, ponding or flooding within the existing base is included and will remain the responsibility of the owner.

NOTES:

*To be eligible for infill reuse, FieldTurf will follow the steps below to assure quality and performance is met. If the infill passes all our internal testing, the option of infill reuse is plausible.

1. Collection: The first step is to collect some of the infill from the field. Our skilled collection team will remove infill from ~3 square feet using our infill extraction protocol and measure infill depths in several locations;

2. Diagnosis: The collected infill materials will be sent to our Innovation and Performance Center to be analyzed. The testing protocol includes key considerations for the following categories:

Cleanliness

- Unwanted material
- Shock Attenuation / Gmax
- % Fines
- Infill Mix
- Ability to re-install
- Moisture Level

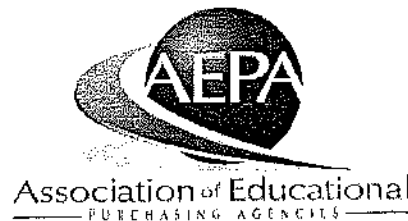
Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;

- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- d) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires 28 days to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- h) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- i) All colors are to be chosen from FieldTurf's standard colors.
- j) The FieldTurf product carries an 8 year 3rd party insured warranty

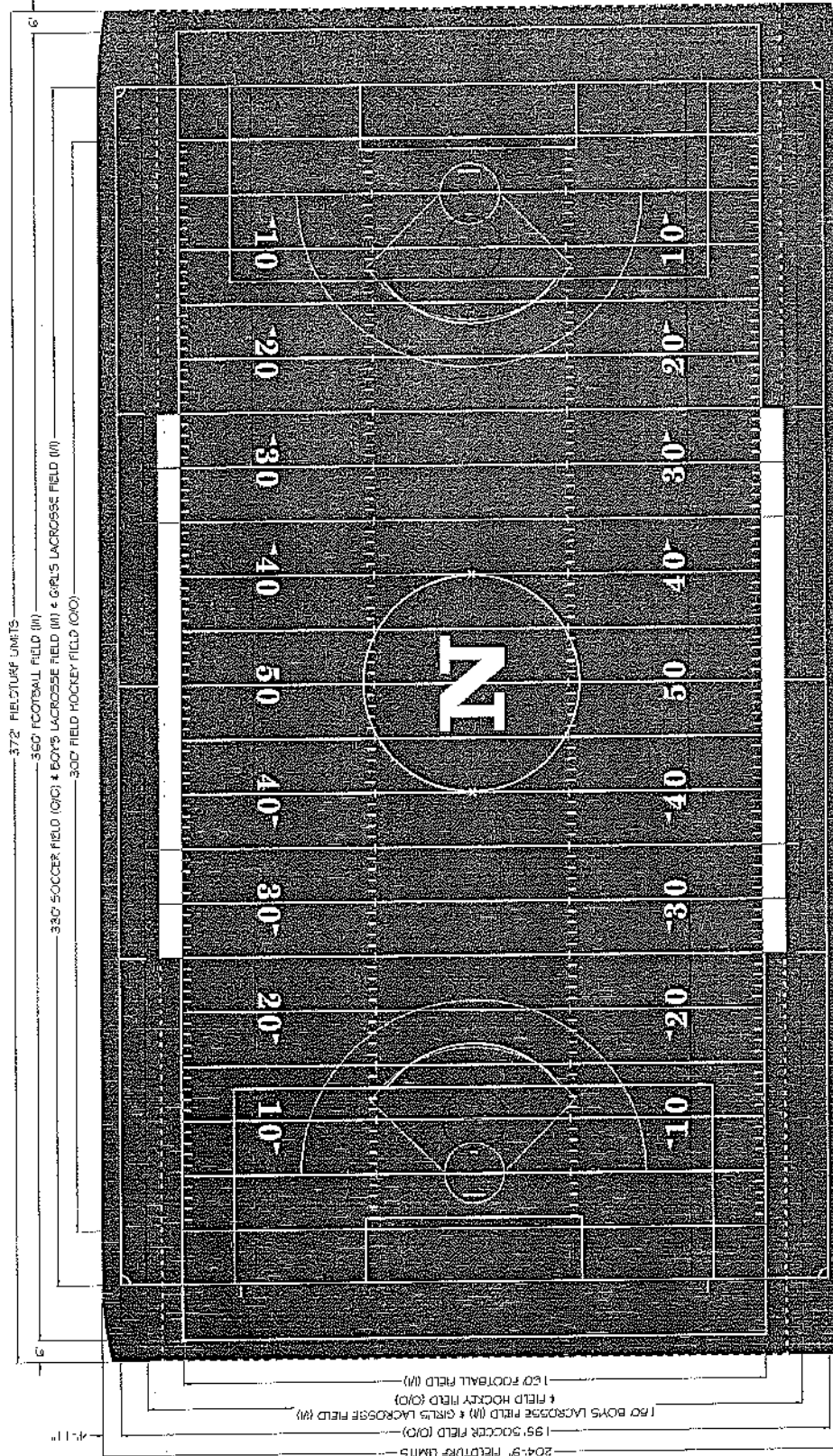
The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Cooperative Purchasing Program. 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com



PRESENTATION FIELDTURF - DRAFTER CHECKLIST

PROJECT NAME	NORWALK HIGH SCHOOL REPLACEMENT		
COMPANY	FIELDTURF		
STATE	CT		
TYPE OF FIELD	HIGH SCHOOL		
TEMPLATE	NFHS		
PRODUCT 1	FTRV 360-1		
PRODUCT 2	PRODUCT 2		
SPORT	COLOR	STANDARD	COMMENTS
FOOTBALL	WHITE	NFHS	
SOCCER	CANARY YELLOW	NFHS	
BOY'S LACROSSE	REFLEX BLUE	NFHS	
GIRL'S LACROSSE	ORANGE	NFHS	
FIELD HOCKEY	RED	NFHS	
LOGO COLORS			
WHITE			
ADDITIONAL INFO			
RUN VBA	YES		
OCTOBER 17, 2017			



LEGEND:

LOGO COLORS: ☐ COMPLETE COLOR RANGE: WHITE
 PALETTE: COLOR 000000, 0000FF, 0000FF, 0000FF

	FOOTBALL COMPLETE COLOR NAME: WHITE PATENT COLOR NUMBER: WHITE
	RACER COMPLETE COLOR NAME: CHAMPY YELLOW PATENT COLOR NUMBER: 156C
	BOYS' LACROSSE COMPLETE COLOR NAME: REFLEX BLUE PATENT COLOR NUMBER: 84VC
	GIRLS' LACROSSE COMPLETE COLOR NAME: ORANGE PATENT COLOR NUMBER: 156C
	FIELD HOCKEY COMPLETE COLOR NAME: RED PATENT COLOR NUMBER: 135C

FIELD LAYOUT NOTES (reports are in order of dominance):

1. FOOTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.
2. SOCCER MARKINGS ARE 4" CANARY YELLOW NFHS STANDARDS.
3. TENNIS LACROSSE MARKINGS ARE 4" VELLUX BLUE NFHS STANDARDS.
4. GIRLS LACROSSE MARKINGS ARE 4" ORANGE NFHS STANDARDS.
5. FIELD HOCKEY MARKINGS ARE 4" RED NFHS STANDARDS.
6. FIELD HOCKEY MARKINGS ARE 4" RED NFHS STANDARDS.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

NFHS STANDARDS

APPROVED BY: _____
SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____



M.E. O'BRIEN & SONS, INC.
93 West Street - P O Box 650 / Medfield MA 02052
508-359-4200 (phone) / 508-359-2817 (fax)
SDO Certified WBE (MA Only)

REVISED QUOTE

Page 1 of 2

Date: May 24, 2018

Job: NECC Playground

Location: Norwalk CT

Salesman: Peter Wallace, Sales / lar (Peter_Wallace@obrienandsons.com)

Attention: khughes@norwalkct.org / ppotrykus@norwalkct.org

We are pleased to offer our quotation on the following for the above subject job:
CT State Contract Pricing – Contract #17PSX0081

A. Playground Equipment by Landscape Structures per drawing MEO18226

(1) #218671C Molded bucket seat w/harness for 2 to 5 year olds, chains for 8' swing beam
\$ 710.00, less 5% discount, \$674.50

(1) #186490A We-Saw \$9,100.00, less 5% discount, \$8,645.00

(1) #173591A Omni Spinner \$7,010.00, less 5% discount, \$6,659.50

(1) Custom designed PlayBooster structure with three ramp sections
\$65,735.00, less 5% discount, \$62,448.00

Total LSI Furnished and Delivered \$78,427.00 ✓

B. Surface America – PlayBound Poured-in-Place Surfacing as follows:

- 50% black, 50% standard color, speckled mix
- 1,498 sq. ft. – 1306 sq. ft in structure area at 1 ¾" thick and 192 sq. ft in swing area at 3 ½" thick
- Materials and Installation of RUBBER only.
- Sub-Base BY OTHERS.
- Standard aromatic binder is included.
- If any percentage of sky blue, royal blue, light gray, dark gray or teal are included, aliphatic binder is required and the price will increase by \$1.25 per sq. foot.
- Teal, yellow, purple and primary red are custom colors. If used in more than 25% of the top surface, an additional \$0.50 per square foot will be added.
- M. E. O'Brien & Sons is NOT responsible for plan take-offs. It is the responsibility of the purchaser to approve/purchase items "per plan". All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Please confirm and double check quantities quoted. Any changes to quantity may impact price quoted.

Re: NECC Playground

Page 2 of 2

Norwalk CT
May 24, 2018

If installation is included, please note the following:

Prevailing wages are included. Installation is to take place over a prepared sub-base BY OTHERS. Installation lead time is to be determined and is weather dependant. Site security is the responsibility of the owner/contractor until the product is cured.

\$22,769.00, less 3% discount, \$22,086.00

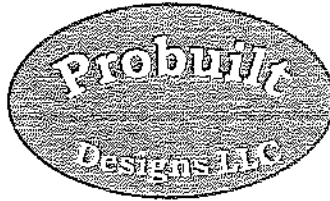
Total P.O. to M.E. O'Brien & Sons for LSI and Surface America \$100,513.00

*****CUSTOMER IS RESPONSIBLE FOR READING THE FOLLOWING IMPORTANT NOTES*****

Pricing is per State of Connecticut Contract #17PSX0081

- ◆ Allow 4 to 6 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.
- ◆ Contractor/Customer is responsible for quantity, color, and product confirmation.
- ◆ M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Please confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- ◆ Prices quoted are for 2018, are firm for 30 days and subject to review thereafter.
- ◆ Prices based on quantities listed. Any change to quantities may impact prices quoted.
- ◆ Prices are for materials only unless otherwise noted. Prices do not include sales tax.
- ◆ Prices do not include off-loading, lift-gate (lift-gate is additional charge) or inside delivery.
- ◆ Prices do not include installation of play equipment.
- ◆ If ordered, upon receipt inspect entire delivery carefully, noting on delivery receipt ANY damage so a freight claim can be filed in damage is found after opening package(s).
- ◆ **If installation is part of our offering, 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. Surfacing products are not returnable.
- ◆ Terms are: to be arranged.

If we can be of further assistance, please feel free to contact us. *Thank you!*



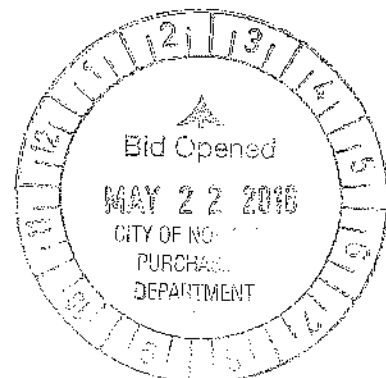
City of Norwalk
Purchasing Department

NECC Playground Installation

Project No. 3838

Bid Date: May 22, 2018

Bid Time: 2:00 PM



Name of Agent	PROBUILT DESIGNS, LLC
---------------	-----------------------

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
NONE			

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 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 - 15+
2. Number of personnel employed Part time - 2, Full time- 4
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
<u>SEE ATTACHED</u>			

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	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		<u>NONE</u>		
Address				
City		State		Zip

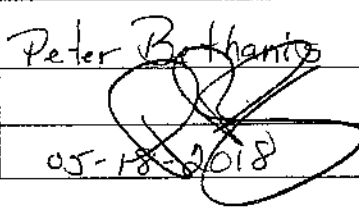
Bid Security in the form of a (check one) is attached.	Bond ☒	Certified Check ☐
Cost for performance bond <u>included in lump sum</u>	\$	Per thousand dollars
Insurance Agency Name -	Desantis Ins. Agency Inc.	Tel.- 781 935-8480
Agency Address -	100 Unicorn Park Dr. Woburn, MA 01801	

Submitted by - PROBULT DESIGNS, LLC	
Authorized Agent of Company (name and title) PETER BETHANIS - sole manager	Date 5-18-2018

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 #		Dated		Addendum#		Dated	
Addendum #		Dated		Addendum#		Dated	
Addendum #		Dated		Addendum#		Dated	

Submitted by:

Print Name of Authorized Agent of Company	Peter Bethanis
Signature of Authorized Agent of Company	
Date	05-18-2018

SECTION 1 – PRICING SHEET

Project #3838 NECC Playground Installation

Vendor Name - <u>PROBUILT DESIGNS, LLC</u>		
Address - <u>804 WEBSTER ST.</u>		
Phone - <u>781-837-8738</u>	Fax - <u>781-837-8737</u>	Email - <u>probuiltusa@yahoo.com</u>
Manager - <u>Peter Bethanis</u>	Fed ID# <u>26-2313487</u>	

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

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

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

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

	LOCATION	LUMP SUM BID
1.	NECC (Norwalk Early Childhood Center)	\$ <u>26,500.00</u>
	Lump sum bid in words	<u>Twenty Six Thousand Five Hundred Dollars</u>

Estimated number of consecutive calendar days to complete work: 30 days (after the receipt of a signed order).

BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:

(Name, legal status and address)

Probuitt 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

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.

OWNER:

(Name, legal status and address)

City of Norwalk

CT

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

PROJECT:

(Name, location or address, and Project number, if any)

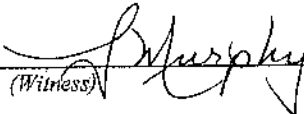
NECC Playground Installation; Project #3838

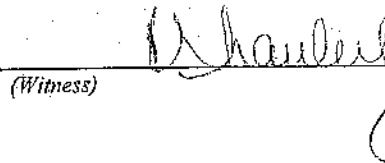
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 **22nd** day of **May, 2018**


(Witness)


(Witness)

Probuitt Designs LLC

(Principal)

(Seal)

(Title)

Sole manager

Boston Indemnity Company, Inc.

(Surety)

(Seal)

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

Boston Indemnity Company, Inc.

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, Adam W. DeSanctis, Michael T. Gilbert, Bryan F. Juwa, Gregory D. Juwa, Wilder Parks Jr., Paul A. Patalano

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 \$2,500,000.00, Two Million Five Hundred Thousand 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.

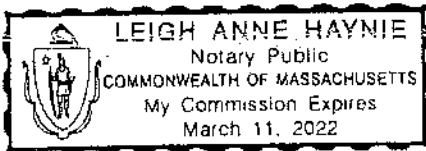
**BOSTON INDEMNITY COMPANY, INC.**

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.



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.

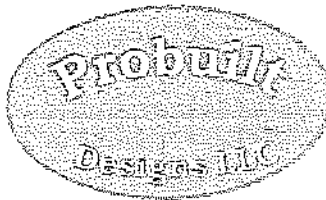
Signed and Sealed at Florham Park, NJ this 22nd Day of May, 2018.



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 Springfield
Leonardo DaVinci Park
Installation of Play Structures, Swings,
Install PIP surfacing, Wood carpet,
Patio pavers in walkway, Install wood guardrail
Contact: Mike Tully
Project Manager, Parks Department
413-886-5183

Contract Amount: \$ 84,150.00
Completion: October 2016

City of Providence, RI
Sacket St. Elementary School
Installation of Play Equipment, Basketball system,
Fencing, PIP & EWC surfacing, plantings
Contact: Chris Michailides
Dept. of Planning & Development
401-421-7740

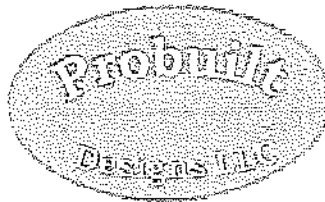
Contract Amount: \$86,273.00
Completion: November 2016

City Of Lawrence
Gagnon Park
Installation of Play Equipment, PIP surfacing,
Timbers, Plantings, site furniture
Contact: Brad Buschur
Project Manager
978-974-0770

Contract Amount: \$84,499.00
Completion: June 2017

City of Norwalk, CT
INA Clark Community Gardens
Excavation, Installation of Pavillion on footings
Excavated and install asphalt walkway, Install
CLF, loam and seed landscaping
Contact: Mike Moccia/Ken Hughes
Director of Recreation & Parks
773-854-7725

Contract Amount: \$97,200.00
Completion: December 2017



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: June 2106

Town of North Kingstown, RI
Hamilton Elementary Playground
Installation of Pour in Place Rubber Surfacing
Contact: Stephan Trembly
School Department
401-268-6425

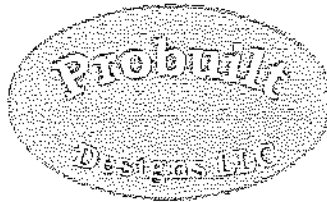
Contract Amount: \$10,950.00
Completed July 2016

Town of Goffstown, NH
Roy Park Playground
Installation of Big Toys Play Equipment,
Installation of wood carpet & filter fabric, Install
Wood timber around perimeter of play area
Contact: Rick Wilhelmi
Director of Parks & Recreation
603-497-8990

Contract Amount: \$121,850.00
Completed: July 2016

City of East Providence, RI
Central Avenue Playground
Installation of Play Equipment (LSI)
Installation of TrueBounce Basketball system
Contact: Patrick Hanner
Planning Department
401-435-7531

Contract Amount: \$33,415.00
Completed: August, 2016



REFERENCES

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 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

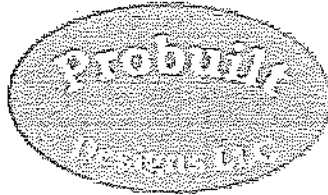
Contract Amount: 22,325.00
Completion: April 2016

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 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



HISTORY AND EXPERIENCE

Peter Bethanis, sole proprietor, DBA Probuilt Construction and President of Probuilt Designs LLC, has 20+ 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 2008 in 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 installed 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, 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.



VII. D
CITY OF NORWALK
Conservation Office

www.norwalkct.org

P: 203-854-7744 / F: 203-854-7962

Norwalk City Hall

Room 215

125 East Avenue, PO Box 5125

Norwalk, CT 06856-5125

MEMORANDUM

DATE: May 24, 2018
TO: John Ignieri, Chair
CC: Bruce Chimento, Director of Public Works
FROM: Alexis Cherichetti, Senior Environmental Officer *Ac*
RE: **Public Works Committee Agenda Item; June 5, 2018 meeting**
Flock Process Dam Removal Project

The Flock Process Dam Removal project is a habitat and water quality improvement project on the Norwalk River. This obsolete dam alters the natural river system's hydrology and effectively removes much of the Norwalk River's connectivity to Long Island Sound. The dam prevents anadromous fish species (born in fresh water, spends most of its life in the sea and returns to fresh water to spawn) from their historic breeding habitat in the upstream waters of the Norwalk River.

The project is wholly funded by grants from the US Fish & Wildlife Service and the CT Department of Environmental Protection. Engineering and design have been completed by AECOM Technical Services Inc. With final site drawings completed, Bid Documents were prepared for construction this summer.

The City Clerk opened bids for the project on Friday, May 11, 2018 and the apparent low bidder is SumCo Eco-Contracting, LLC, with a bid of \$454,500.00. Attached is a copy of the bid results from the three low bidders for your reference.

I would like to request that the following items be included on the agenda for the June 5, 2018 meeting of the Public Work Committee for recommendation for approval at the June 12, 2018 Common Council meeting.

- a) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with SumCo Eco-Contracting, LLC for Project CONS2018-1, Flock Process Dam Removal Project, for a sum not to exceed \$454,500.00.

Account No. 35 3372 5790
35 3375 5258

- b) Authorize the Senior Environmental Officer to execute orders on the Contract with SumCo Eco-Contracting, LLC for Project CONS2018-1, Flock Process Dam Removal Project, for a sum not to exceed \$45,450.00.

Account No. 35 3372 5790
35 3375 5258



CITY OF NORWALK
Inland Wetland Agency

www.norwalkct.org

P: 203-854-7744 / F: 203-854-7962

Norwalk City Hall

Room 215

125 East Avenue, PO Box 5125

Norwalk, CT 06856-5125

Bid Sheet

Project: CONS 2018-1 – Flock Process Dam Removal

BID OPENING: FRIDAY
MAY11, 2018
2:30 PM

<u>Bidder</u>	<u>Bid Amount</u>	<u>Bid Bond</u>
SumCo Eco-Contracting, LLC Apparent Low Bidder	\$454,500.00	15% Western Surety Co
FGB Construction Co	\$563,222.00	15% Westfield Insurance Co.
Nagy Bros. Construction LLC	\$580,000.00	15% North American Specialty Ins. Co.
D&V Morin Construction Co. Inc.	\$656,600.00	15% Aegis Security Ins. Co.
M&L Construction Inc.	\$668,125.00	15% Ohio Casualty Insurance Co.
NJR Construction, LLC	\$698,875.00	15% Aegis Security Ins. Co.
Baier Construction Co. Inc	\$728,875.00	15% Travelers Casualty and Surety Co
New England Infrastructure Inc	\$940,000.00	15% North American Specialty Ins. Co

Project No.: CONS 2018-1

Project Name: Flock Process Dam Removal

5/11/2018

Item Number	description	quantity	unit	Apparent Low Bidder		Second Bidder		Third Bidder		Fourth	
				unit price	amount	unit price	amount	unit price	amount	unit price	amount
1300001A	Removal of dam and river restoration	1	Lump Sum	\$ 432,000.00	\$ 432,000.00	\$ 547,797.00	\$ 547,797.00	\$ 550,750.00	\$ 550,750.00	\$ 639,850.00	\$ 639,850.00
202110	Rock Excavation	175	CY	\$ 100.00	\$ 17,500.00	\$ 55.00	\$ 9,625.00	\$ 150.00	\$ 26,250.00	\$ 70.00	\$ 12,250.00
604399	As-Built Documents	1	Lump Sum	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
					\$ 454,500.00		\$ 563,222.00		\$ 580,000.00		\$ 656,600.00



MEMORANDUM

TO: Bruce Chimento, P.E. - Director of Public Works

FROM: Wilber Giron, E.I.T. - Junior Engineer

CC: Elisabeth Burns, P.E. - Principal Engineer
Drew Berndlmaier, P.E. - Senior Civil Engineer
Marizza Diaz - Assistant Civil Engineer

REF: Public Works Committee Agenda Item - Project PM2018-1 Pavement Management Program

DATE: June 1, 2017

I would like to request that the following items be included on the agenda for the June 5, 2018 Public Works Committee meeting.

1. Technical Correction of Common Council Action of March 13, 2018, Item VII.A.3 to add account numbers 09 19 4095 5777 C0303 and 09 18 4095 5777 C0303:

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC for Project PM2018-1 Pavement Management Program for a sum not to exceed \$2,875,598.75.

Account No.	09 17 4021 5777 C0021
	09 18 4021 5777 C0021
	09 18 4027 5777 C0302
	09 17 4021 5777 C0515
	03 00 00 2602
	<u>09 18 4095 5777 C0303</u>
	<u>09 19 4095 5777 C0303</u>

- b. Authorize the Director of Public Works to execute orders on the Contract with The Grasso Companies, LLC for Project PM2018-1 Pavement Management Program for a sum not to exceed \$287,559.87.

Account No.	09 17 4021 5777 C0021
	09 18 4021 5777 C0021
	09 18 4027 5777 C0302
	09 17 4021 5777 C0515
	03 00 00 2602

09 18 4095 5777 C0303

09 19 4095 5777 C0303

Relating to Liberty Square Parking Lot:

The Parking Authority recently had their Liberty Square Parking Lot budget approved. DPW would like to add the Parking Authority account numbers to pay for the work from the appropriate accounts. The original value of the contract is to remain the same.



MEMORANDUM

TO: Bruce Chimento, P.E. - Director of Public Works

FROM: Wilber Giron, E.I.T. – Junior Engineer

CC: Elisabeth Burns, P.E. - Principal Engineer
Drew Berndlmaier, P.E. – Senior Civil Engineer
Marizza Diaz – Assistant Civil Engineer

REF: Public Works Committee Agenda Item – Project PM2018-3 Crack Sealing at Various Locations

DATE: May 30, 2018

I would like to request that the following items be included on the agenda for the June 5, 2018 Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment with Sealcoating, Inc. for Project PM2018-3 Crack Sealing at Various Locations for a sum not to exceed \$ 93,447.50.

Account No. 09 17 4021 5777 C0021

Relating to the Additional Scope of Work:

DPW allocated \$300,000 for pavement maintenance work. Because the bid amount is lower than the estimated cost, DPW would like to add more funds to the contract at a price we deem beneficial.

$\$300,000.00 - \$206,552.50 \text{ (previous authorization)} = \$93,447.50$

ProjectNumber: PM2018-3

Project Name: CRACK SEALING AT VARIOUS LOCATIONS

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount
0406211 A	CRACK SEALING	14500.00	GALLON	\$12.95	\$187,775.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.50	\$268,250.00
					\$187,775.00		\$0.00		\$0.00		\$268,250.00

Apparent Low Bidder = Sealcoating, Inc., Braintree, MA

Second Bidder = N/A

Third Bidder = N/A



MEMORANDUM

TO: Bruce Chimento, P.E. - Director of Public Works

FROM: Wilber Giron, E.I.T. - Junior Engineer

CC: Elisabeth Burns, P.E. - Principal Engineer
Drew Berndlmaier, P.E. - Senior Civil Engineer
Marizza Diaz - Assistant Civil Engineer

REF: Public Works Committee Agenda Item - Project RD2018-2 Concrete Curbs and Sidewalks at Various Locations

DATE: May 30, 2018

I would like to request that the following items be included on the agenda for the June 5, 2018 Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment with The Grasso Companies, LLC for Project RD2017-2 Concrete Curbs and Sidewalks at Various Locations for a sum not to exceed \$ 326,000.00.

Account No. 09 19 4021 5777 C0318

Relating to the Additional Scope of Work:

There were several overages on the original contract amount. There was an increase in scope on Summit Ave between Golden Hill and Cedar St. There was necessary drainage work on Couch St at Elmwood Ave that was not in the original scope. After a walkthrough of South Main St, DPW recommends a full replacement of the concrete sidewalks and curbs, as opposed to isolated repairs.



CITY OF NORWALK
Chris Torre
Superintendent of Operations
ctorre@norwalkct.org
P: 203-854-3203 / F: 203-854-3224
15 South Smith Street
Norwalk, CT 06855

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations 

CC: Bruce Chimento, Director of Public Works
Kathryn Hebert, Administrative Services Manager

Date: June 4, 2018

Re: Authorize purchase of a 2018 Trackless MT7 Articulating Tractor

Resolution:

Authorize the Purchasing Agent to issue a purchase order to C.N Wood of Connecticut, LLC, for the purchase of one (1) Trackless MT7 Articulating Tractor and V-Plow attachment not to exceed \$124,630.00.

Account # 09-19-4031-5777-C0313



C.N. WOOD of CONNECTICUT, LLC

ENVIRONMENTAL MAINTENANCE EQUIPMENT

April 6, 2018

City of Norwalk
DPW
Parks Department
Norwalk, CT

Reference: TRACKLESS MUNICIPAL TRACTOR – Comm. Of Massachusetts FAC88 State Bid

We are pleased to quote you on the following as per the above referenced state bid:

ONE – New TRACKLESS Model MT7 Four Wheel Drive Articulated Municipal Tractor complete with a John Deere 4045T Tier 4F engine, hydrostatic drive, Dana 60 axles, enclosed ROPS cab, radial tires, hydraulics front and rear, front PTO with quick hitch, and balance complete including the following and as per standard specifications:

-air ride seat with seatbelt-air conditioning-reversing fan-extra pump/valve-joystick with FNR switch-AM/FM/CD radio
-front intermittent wiper & washer / rear wiper & washer-license plate bracket-FMVSS108 DOT lighting with stop /turn / tail / reverse lights-battery disconnect switch-back up alarm-12V power outlet-outside mirrors R/L-lockable cab door with sliding window-two stage air cleaner-residential muffler-full dash with instrumentation-five way hinged plow

FAC88 STATE BID PRICE:.....\$ 124,630.00

Please contact us if there are any questions regarding this quote.

Sincerely,

Ron Cookish

Ron Cookish
Sales

Mailing Address:

25 Bernhard Road • North Haven, CT 06473

Office: (203) 848 – 6735 • Fax: (203) 848 – 6734



CITY OF NORWALK

Chris Torre

Superintendent of Operations

ctorre@norwalkct.org

P: 203-854-3203 / F: 203-854-3224

15 South Smith Street

Norwalk, CT 06855

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations



CC: Bruce Chimento, Director of Public Works
Kathryn Hebert, Administrative Services Manager

Date: June 4, 2018

Re: Authorize the Purchase of a 2019 Mack GU713 Rear Refuse Loader

Resolution:

Authorize the Purchasing Agent to issue a purchase order to C.N Wood of Connecticut, LLC, for the purchase of one (1) 2019 Mack GU713 Rear Refuse Loader not to exceed \$237,611.00.

Account # 09-19-4031-5777-C0313



CITY OF NORWALK

Joel Grant

Fleet Services Manager

jgrant@norwalkct.org

P: 203-854-3020 / F: 203-854-3221

15 South Smith Street
Norwalk, CT 06855

C. N. Wood of Connecticut, LLC
ATTN: Ron Cookish
25 Bernhard Road
North Haven CT 06473

RE: NJPA Contract # 112014-NWY "Refuse Truck"

Dear Mr. Cookish

May 04, 2018

It is the City of Norwalk Connecticut's intent to purchase (1) 2019 Mack truck and refuse body package. This is in response to C. N. Wood of Connecticut, LLC NJPA quote (attached) Dated May 3, 2018 for a total sum of \$237,611.00. This letter is an authorization to place the order prior to the City of Norwalk's approval of the 2018/2019 Fleet Capital replacement plan. Please feel free to contact me if you have any questions.

Regards,

Chris Torre
Superintendent of Operations



C.N. WOOD of CONNECTICUT, LLC

ENVIRONMENTAL MAINTENANCE EQUIPMENT

May 3, 2018

**City of Norwalk
DPW
15 South Smith Street
Norwalk, CT**

REFERENCE: NJPA Contract No. 112014-NWY "Refuse Trucks"

We are pleased to quote you on the following:

ONE – New NEW WAY "King Cobra" 32 Yard Capacity Heavy Duty Rear Load Refuse Body complete with a 3.55 cu. Yd. hopper, 10 ga. (80K psi) steel roof and sides, 7 ga. (80Kpsi) rear body panels, ¼" (50K psi) steel ejection panel, ¼" (100K psi) steel sweep panel, ¼" (HARDOX 450) steel floor, 7 ga. (50K psi) steel upper tailgate, ¼" (100K psi) steel lower tailgate, 7 ga. (100K psi) lower tailgate side liners, ¼" (100K psi) steel hopper floor back, 3/16" (100K psi) hopper floor liner and back, ¼" (100K psi) steel slide panel, 5.5" slide cylinders, 5" sweep cylinders, 3.5" tailgate cylinders, 7.5" four stage ejection cylinder, 80" wide hopper opening, semi-automatic cycling, auto back pack, accelerator kit, turn buckle tail gate locks, LED lights, bolt-on steps with coating, halogen mid body back up lights, two (2) inside hopper work lights, two (2) outside hopper work lights, two (2) LED round strobe lights (upper and lower tailgate), upper light bar with 7" stop/turn/tail lights (LED) with guard, rear mount safety camera with 7" flat screen and audio, inside full body weld, steel piping with nylon sleeves on hoses, roof guard for hoses/pipes, shovel/broom holder, 30" X 30" access door with step, safety shutdowns (R/L), safety buzzers (R/L), high hydraulic temp switch, low hydraulic oil shutdown switch, body undercoating (frame rails out), and balance complete as per standard specifications. Painted standard white. Three year warranty (complete body). Body shall be completely installed and operational.

CHASSIS: 2019 Mack GU713 Tandem Axle as per attached detailed specifications (local supplied-Gabrielli Truck Sales)

NJPA Contract Price Per Attached Price Schedule – New Way Body Module:.....\$ 104,115.00
(above price includes all freight, PDI, and training)

Local Supplied Chassis (Gabrielli Truck sales) – pass thru:.....\$ 133,496.00

Complete Delivered Price Per NJPA: F.O.B.: Norwalk, CT:.....\$ 237,611.00

Please contact us with any questions regarding this quote.

Sincerely,

Ron Cookish

Ron Cookish

Sales

Cell: (203) 823-3404

Mailing Address:

25 Bernhard Road ● North Haven, CT 06473

Office: (203) 848 – 6735 ● Fax: (203) 848 – 6734



VII. E

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

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

RE: **BEN FRANKLIN CENTER AND NATHANIEL ELY CENTER – AGREEMENT WITH CIFIC**

DATE: MAY 31, 2018 (*Amended June 7, 2018 in Italic*)

With changes to the Norwalk Headstart management entities back in July 2016, the Federal Office of Headstart assigned Community Development Institute Head Start (CDI) to provide interim Headstart childcare services at Ben Franklin Center and Nathaniel Ely Center. Recently, Headstart issued a RFP for management services and awarded the management of the Norwalk Headstart Programs to Connecticut Institute for Communities, Inc. (CIFIC) Attached is a brief profile of CIFIC. They are scheduled to begin occupancy and to operate summer programs beginning in July 2018. Their total Headstart enrollment starting in September for both facilities is estimated to be approximately 156 children. The terms of the Agreement shall be as follows:

- Agreement period: 5 years from July 1, 2018 to June 30, 2023.
- Leased Premises: Ben Franklin Center – 6 classrooms/offices, kitchen and common spaces on the 1st floor – total approximately 5,974 sq ft; Nathaniel Ely Center – 5 classrooms, offices, kitchen and common spaces on the 1st floor – total approximately 6,956 sq ft.
- CIFIC will pay \$2.50/sq. ft. /per year beginning on July 1, 2018 to June 30, 2023 for utilities for the use of the Premises. Utility costs may be adjusted during the term of the Agreement.
- CIFIC will provide the required insurance coverage and name the City of Norwalk as “additional insured”.
- Both parties have the rights to terminate within 90 days of written notice.

- The Office of Building Management may incorporate other operating requirements necessary for the proper management and operation of the building. A Memo of Understanding will be developed between the Office of Building Management and CIFIC.
- Janitorial and security services of the classrooms and common areas will be provided by CIFIC. The repair, maintenance and replacement of building systems and infrastructure (except items that is caused by misuse or vandalism by the CIFIC) shall be the responsibility of the City
- CIFIC will be responsible for trash removal.
- City will be responsible for sidewalk and parking lot snow removal. CIFIC will be responsible for keeping all building ingresses and egresses clear of snow and ice for a distance of 15 feet from the building.
- CIFIC will be responsible for obtaining and complying with all licensing requirements, including but not limited to, hazardous material testing and management plan, health department certification, playground safety and security requirements.
- CIFIC shall be responsible for all “tenant fit-up”, including but not limited to, IT/AV/Telephone equipment, furnishing, kitchen equipment and painting.
- CIFIC shall develop energy conservation measures to achieve maximize energy efficiencies.
- CIFIC shall be responsible for the kitchen gas consumption.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Connecticut Institute for Communities, Inc. (CIFIC) for the use and management of the Head Start programs at Ben Franklin Center from July 1, 2018 to June 30, 2023. Terms of the agreement shall be as outlined in Alan Lo’s memo dated May 31, 2018 with utility payment at \$2.50/sf/yr.**
- b. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Connecticut Institute for Communities, Inc. (CIFIC) for the use and management of the Head Start programs at Nathaniel Ely Center from July 1, 2018 to June 30, 2023. Terms of the agreement shall be as outlined in Alan Lo’s memo dated May 31, 2018 with utility payment at \$2.50/sf/yr.**

As this item is being presented to the Common Council on June 12, 2018 and the schedule for CIFIC to start program operation will be on or about July 1, 2018, there is a probability that the new Agreements would not be executed in time. Therefore, the following assignment action is requested as a back-up:

- c. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to accept the Assignment of the Management Agreement with Community Development Institute, (CDI) for the Ben Franklin Center and Nathaniel Center Headstart programs from CDI to Connecticut Institute For Communities, Inc. (CIFIC) as necessary to maintain continued childcare services through the summer of 2018.*

Greater Norwalk Head Start Program Executive Summary

Connecticut Institute For Communities, Inc's, Greater¹ Norwalk Head Start program will provide full-year Head Start (HS) and Early Head Start (EHS) services to 156 children from the Norwalk area. Of the total, 16 children (infants and toddlers) will be enrolled in Early Head Start, at least 60 children will be enrolled in full-day Head Start (preschool for 3- and 4-year-olds), 20 of which in the ordinary course will be funded by the State, and up to 80 children will be enrolled in part-day Head Start (preschool).

The program will offer a total of 9 classes. Five classrooms will be located at the Nathaniel Ely Center: 2 EHS classes and 3 full-day HS classes (including the State-funded classroom). The Benjamin Franklin Center will house 4 HS classes, all 4 part-day.

A. Head Start (Preschool)

All Head Start services will be center-based, five days a week, operating eight hours per day for full-day and 4.75 hours per day for part-day. Full-day classes will also provide an additional 2.5 hours per day of extended care, for a total of 10.5 hours (7:30 am to 6 pm) per day available to these children. The classes will operate 50 weeks of the year (see below), except for federal and state holidays.

The full-day HS program will provide 230 days of service which equates to 1840 learning hours per preschooler, exceeding the 1020-hour federal Head Start annual minimum requirement. The part-day HS program will provide 230 days of service which equates to 1093 learning hours per preschooler, which also exceeds the 1020-hour annual minimum requirement.

For both part-day and full-day, we limit, per state regulations, classrooms with a majority of three-year-olds to seventeen children per classroom, and those classrooms with a majority of four-year-olds to twenty children per classroom. We staff every classroom with a teaching team of at least two, having corresponding minimum ratios of 1:8.5 or 1:10 (also compliant with state regulations).

B. Early Head Start

Early Head Start classes will operate 8 hours per day, five days per week, from 7:30 am to 3:30 pm. The classes will operate 50 weeks of the year (see below), except for federal and state holidays. In total, GNHS Early Head Start program, offering 230 days of service, will provide 1840 of learning hours per infant/toddler, again exceeding the 1380-hour federal Head Start annual minimum requirement.

¹ The federal Head Start definition of the service area for the grant includes the City of Norwalk and the towns Weston, Westport, Wilton and New Canaan, but nearly all of the families with income-qualified children reside in Norwalk.

C. Classroom Organization and Staffing

Each Center location will have its own lead teacher. Each Head Start preschool class will be staffed by a classroom teacher, assistant teacher and classroom aide (who CIFC Head Start refers to as CDA Specialists). Early Head Start will have a teacher for each group of 4 children, resulting in two teachers per each classroom of 8 children, plus a classroom aid. For classroom staff, candidates undergo a multi-level vetting process that includes an initial phone screening conducted by CIFC HR, a site visit, the delivery of an observed sample lesson (either onsite or video), and an interview with the Education and Disabilities Service Specialist and an interviewing team. The interview teams will be comprised of members of the program's leadership staff. Our goal will be to identify and recruit a highly-qualified classroom team of individuals who show a willingness and ability to implement a top-tier educational curriculum that meets the Head Start Early Learning Framework and State early learning standards. [A comparable process will be used for all other staff but adapted to their specific field of work (e.g. Family Advocates)]. Staff will be employed for 52 weeks per year, with one week devoted to in-service staff development, and one week off during the end-of-the-year holidays as part of staff annual paid time off.

D. Required Classroom Staff Credentials

Our Head Start program for Greater Norwalk will require that at least 50% of teachers hold a bachelor's degree (100% strongly preferred) and all other staff to be qualified consistent with the applicable Head Start Program Performance Standards. For classroom teachers, we will require, at a minimum, a bachelor's degree or an associate's degree in early childhood education or related degree, with related experience. For pre-school assistant teachers, we will require at least a High School diploma and CDA credential (Associates Degree strongly preferred), and enrollment in a program leading to an associate or baccalaureate degree, and, if applicable, enrollment in a CDA credential program to be completed within two years. All center-based Early Head Start teachers will have specific Infant Toddler Child Development Associate credential and will have been trained (or have equivalent coursework) in early childhood development with a focus on infant and toddler development as required by Section 645A(h) of the Head Start Act.

E. A Table of Organization is attached

###

HISTORY AND OVERVIEW

Connecticut Institute For Communities, Inc. (CIFC) is an independent non-profit, organization established in 2003. CIFC was founded on a commitment to help meet basic human needs in the fields of health, education, human services, and housing for low and moderate income children, families and adults in our service area. CIFC is the only organization in Western Connecticut that combines health care, education, human services, and housing in a comprehensive, coordinated approach.

Connecticut Institute For Communities, Inc. performs two unique roles. CIFC serves both as a “safety-net provider” of human services, and also as an especially qualified “community developer” of programs and projects. As a “safety-net provider” of human services, CIFC steps forward to make sure that needed and valued human services in our service areas are properly organized, managed, and delivered to the intended recipients. As a community development organization, CIFC, unlike other non-profit organizations, works not only with human services, but also takes on projects including physical development and/or rehabilitation.

2003 – 2012

Over the course of the past ten years, CIFC has matured into a very significant agent for community good in Western Connecticut.

- In 2004, CIFC became the new sponsor of the Danbury Head Start program, maintaining a locally based operation and retaining more than \$2,000,000 per year in public funding. The Northern Fairfield County Head Start Program provides comprehensive child and family development services to low-income residents, annually providing early childhood education services to more than 300 children including supportive services to their families (over 400 adults).
- In 2005, CIFC stepped in as the Managing Agent for the Beaver Street Apartments Cooperative, keeping 300 residents out of foreclosure.
- In 2006, at the City of Danbury’s request, CIFC took on administrative, fiscal oversight and program development roles for the Harambee Youth Center, ensuring that Danbury’s inner city youth would continue to have afterschool opportunities.

Since 2007, the CIFIC School Readiness Program, which is funded through the Connecticut Department of Education, has steadily expanded to now provide school-day, school-year, child day-care and developmental services to 44 Danbury children ages 3 and 4.

In June 2010, CIFIC converted the child care component of the Even Start program into a federally funded Early Head Start program, which now serves 40 low income infants, toddlers, and teen moms.

In 2010, CIFIC opened the CIFIC Greater Danbury Community Health Center (CIFIC/GDCHC), providing comprehensive primary health care on a sliding fee basis, to people of all ages: children, adolescents, adults and seniors, especially those who are medically underserved; thereby ensuring affordable, accessible, comprehensive, high quality health care to all area residents regardless of their ability to pay or their insurance status. This past year, the Greater Danbury Community Health Center provided approximately 40,000 patient visits.

In 2012, CIFIC/GDCHC opened a satellite School Based Health Center at the Henry Abbott Technical High School (HATS) in Danbury.

Also, in 2012, CIFIC was awarded the contract to serve as the regional Women, Infants and Children (WIC) Nutrition Program sponsor. WIC provides nutrition assessment and education, breastfeeding promotion and support, and food vouchers for low-income women, infants, and children up to the age of five. WIC currently serves nearly 2,500 clients each year.

2013

In 2013, CIFIC's Greater Danbury Community Health Center became certified as a Level 3 Patient Centered Medical Home (PCMH) by the National Committee For Quality Assurance (NCQA), the highest level of certification, and one of the few in the State to receive such distinction.

Also in 2013, CIFIC's Greater Danbury Community Health Center was accredited by the Accreditation Council for Graduate Medical Education (ACGME) as a Teaching Health Center sponsoring an Internal Medicine Primary Care (post-MD) Residency Program. It is the only FQHC Teaching Health Center in the State, and one of only about 60 in the country.

Moreover, in September 2013, the new Danbury Head Start Center opened its doors in CityCenter Danbury. Jointly financed by the City of Danbury and the State of Connecticut, the state-of-the-art Early Care and Learning Center has 16 classrooms designed for infants and preschoolers (ages 6 weeks up to age 5). Classes started at our new facility in July, 2013.

The organization of an additional CIFC affiliate corporation to hold title to our leasehold interest at the new Head Start Center, 37 Foster Street, Danbury.

As 2013 came to a close, CIFC/GDCHC, at the request of the City of Danbury, took on administrative, fiscal, and program management of Danbury's three School Based Health Centers located at the City's High School and two Middle Schools.

2014

Expansion of our Health Center's outreach services in support of enrollments in the Federal Patient Protection and Affordable Care Act health initiative ("Obamacare").

Successful integration of the Regional Women, Infants and Children's Health & Nutrition Program (WIC) as a service of our Greater Danbury Community Health Center, with official recognition by the USD/HHS Health Resources and Services Administration.

Consolidation of the three Danbury School Based Health Centers, previously administered by the Danbury Health Department at Danbury High School and Danbury's two Middle Schools (Broadview and Rogers Park), within our Community Health Center, also with official recognition by the USD/HHS Health Resources and Services Administration.

Further planning for the "Old Police Station Site" at 120 Main Street in Downtown Danbury (opposite St. Peter's R.C. Church), for the construction of both a new, comprehensive 36,000 +/- sq. ft. Health Center facility and a new multi-unit Elderly Housing Complex, including in 2013 the submission to the City of Danbury Planning Commission of revised site plan and permit applications for the expansion of the Elderly Housing building up to 79 units.

- Preliminary revitalization work, following our purchase from the State of Connecticut, through the City of Danbury, of the Historic Armory Building on West Street in downtown Danbury, providing a permanent home for our Harambee Youth Center Program.
- Successful turnover of the Batchelder Brownfield Project to the Town of Newtown, allowing the Town to seek environmental remediation grants to complete clean-up of the Batchelder site.
- Significant physical renovations and improvements at the Beaver Street Apartments Cooperative resulting in a very successful USD/HUD site review of the project, with a score of 97A (out of 100), the highest such score received by the Cooperative in several decades.

2015



Gov. Dannel P. Malloy (center-left) and Mayor Mark Boughton of Danbury (center-right) lead the groundbreaking celebration for CIFIC's new Greater Danbury Community Health Center building with CIFIC's Board Chair, Dr. Frank Muska, PhD. (left) and CIFIC's President/CEO, Hon. James H. Maloney, JD (right).

- Re-renewal of recognition by the National Committee for Quality of Assurance of Level 3 (the highest) Patient-Centered Medical Home standing of CIFIC's Greater Danbury Community Health Center.
- Expansion of our innovative Primary Care Adult Medicine Residency Program (post-MD), supported by major funding from USD/HHS Health Resources and Services Administration, beyond our original component at our Greater Danbury Community Health Center in cooperation with Danbury Hospital, to include a second component at Griffin Hospital, Derby, CT.

- Receipt of funding from the State of Connecticut for a fifth (5th) CIFC/GDCHC School-Based Health Center (SBHC), to be located at the Middle School in Newtown, CT.
- Further development at 120 Main Street in Downtown Danbury (the "Old Police Station Site" opposite St. Peter's R.C. Church), of the construction of both a new, comprehensive 36,000 +/- sq. ft. Health Center facility and a new multi-unit Elderly Housing Complex, including commitments for \$15 million in financing toward the construction of the new Health Center Building, including \$5 million (net) in Federal New Market Tax Credits, plus a \$4,000,000 state grant, and \$6,000,000 in mortgage funding.
- Significant progress, including Danbury Z.B.A. variance approval, towards the development of a seven classroom pre-school facility at 29 Park Avenue, near downtown Danbury.
- Continued revitalization work, following our purchase from the State of Connecticut, through the City of Danbury, of the Historic Armory Building on West Street in downtown Danbury, providing a home for our Harambee Youth Center Program.
- Continued progressive management of the Beaver Street Apartments Cooperative resulting in a very successful USD-HUD management ("MOR") review of our work, and the 100% pay-off of the Cooperative's mortgage, the first time in 40 years that the Cooperative has been entirely free of mortgage debt!
- Receipt of a commitment from the State of Connecticut of \$3,800,000 for the "Danbury Community Facilities Collaboration," which will provide funds to modernize the facilities and equipment of the Danbury War Memorial building, help add up to 7 pre-school classrooms in Danbury, and purchase and re-open the former Danbury YMCA building as a comprehensive downtown Danbury Community Center, to include an newly organized Boys and Girls Club of Danbury.

###



2016

- CIFIC's outstanding accomplishment for 2016 was the construction and completion of our new Greater Danbury Community Health Center (GDCHC) and CIFIC Headquarters Building at 120 Main Street in downtown Danbury, diagonally across the street from St. Peter Church.

Our 36,000 square-foot, four-story, red-brick structure (see the front-piece above) houses the Health Center's –

- Pediatric and Adolescent Medical and Behavioral Health services;
- Internal (Adult) Medicine Department and Residency Program;
- Patient intake, enrollment, and insurance assistance;
- An on-site Phlebotomy (blood sample) suite;
- A full-service Pharmacy;
- Administrative offices for the Health Center; and
- Headquarters offices for the Institute.

The Greater Danbury Community Health Center, a federally qualified health center, serves all people regardless of income or insurance; no one is ever turned away.

- The new building will bring approximately 80 new jobs to downtown Danbury, with a total annual payroll of more than \$6,000,000, which, in turn, will be a substantial boost to the downtown economy.

The new building was designed by the architectural collaboration of Quicquaro Architects ("Studio Q") of Waterbury, CT and Quisenberry-Arcari Architects of Farmington, CT. The building was constructed by Verdi Construction Company of Bethel, CT, which involved approximately 100 full and part-time jobs during the construction phase. CIFIC's interests during construction were overseen by STV IDPM – Owner's Representative.

- The financing for the building involved a complex mix of public and private funding. The State of Connecticut provided a grant of \$4,000,000; private commercial mortgage financing was provided by Eastern Bank of Boston, MA, in participation with Union Savings Bank of Danbury, CT, totaling approximately \$6,000,000; and private investments through the Federal New Market Tax Credit (NMTC) program were provided in the net amount of approximately \$5,000,000, through three (3) NMTC investors –

- The Primary Care Development Corporation (PCDC) of New York, New York;
- The Massachusetts Housing Investment Corporation (MHIC) of Boston, MA; and
- JPMorgan Chase, of New York, New York (Chase also has branch bank offices in Danbury, CT).

The Savings Bank of Danbury provided on-going operational financial support to CIFIC including working capital.

CIFIC was represented in this project by Steven F. Mount, Esq. of Squire Patton Boggs/USA, of Columbus, Ohio, and Christopher K. Leonard, Esq., of Collins Hannafin P.C., of Danbury, CT.

- During the month of December '16, CIFIC relocated its administrative offices into the new building from their prior locations. Pediatric & Adolescent Health and Behavioral Health services and the Internal (Adult) Medicine Department and Residency Program relocated to the

new building in early '17. (CIFC/GDCHC's facility at 70 Main Street – the former Danbury Hospital Seifert & Ford Clinic, now referred to as "GDCHC Health Center -- South" – is now dedicated primarily to Women's Health Services, and our cooperative Internal Medicine Residency Programs with Danbury Hospital).

This new building will allow CIFC's Greater Danbury Community Health Center to significantly expand our Pediatric and Internal (Adult) Medicine services, as well as add entirely new services such as Phlebotomy and a Pharmacy, on site. These expanded services will be very beneficial additions to community health care in Danbury. We are delighted to be able to place this new building into service.

- All of us at CIFC, our staff, our Board Members, and our patients are very grateful for all of the support that has brought us to this achievement. We are particularly grateful to our financial partners and also to the public officials who have been so helpful in advancing this project, most notably: **Governor Dannel P. Malloy**, who shepherded the \$4,000,000 State grant through the State Bond Commission and the State's Department of Economic and Community Development; **Danbury Mayor Mark D. Boughton** who facilitated the sale of the building site – formerly the old Danbury Police Station – to the Institute for this project; our **Federal Delegation** for their support of the Federal "New Markets Tax Credit Program"; former **State Speaker of the House Christopher Donovan** who provided key support for the State grant early in the process; and former **Danbury Mayor Gene Eriquez** who was very helpful in the initial planning of the project. We could not have achieved this milestone without their visionary leadership and assistance.

2017

- Our new 36,000 sq. ft. Greater Danbury Community Health Center and CIFC Headquarters building at 120 Main Street was completed and is now substantially occupied by:
 - Our Pediatrics and Adolescent Medical and Behavioral Health Department,
 - Our Adult Medicine Department and Internal Medicine Residency Program,
 - Our CIFC and Health Center Administrative offices, and
 - By several allied services including a Quest Diagnostics phlebotomy (blood-draw) station, and a soon to be occupied Pharmacy.
- We reached an agreement with local officials to incorporate into our other School Based Health Center operations a comprehensive reorganization and expansion of **pediatric dental services** for the children and young people attending Danbury public schools. This includes the re-equipping of our Medical Health Mobile Van for dental services and the opening of a new physical school dental suite (approved by the U.S. Health Resources and Services Administration) at Ellsworth Avenue school in Danbury. (It is expected that the re-equipped Mobile Health Van and our new school dental suite will begin seeing patients in mid-2018).
- State supported and CIFC administered revitalization work has been successfully completed at the **Danbury War Memorial Center**, including renovations to the lobby, general painting throughout, new floors and new equipment in the fitness center, safety improvements for the staircases and renovated lavatories and women's locker room.
- This past Fall CIFC opened a new **Adult Behavioral Health Center** at 152 West Street in Danbury, integrating within our GDCHC Behavioral Health Department substantial parts of the former Danbury Hospital Community Center for Behavioral Health. This new facility is already offering expanded behavioral health services for GDCHC patients, and looks to provide further expansion of Adult Behavioral

Health service for the benefit of the Greater Danbury area during 2018.

- At the Beaver Street Apartment Cooperative, CIFIC is nearly finished with a two-year \$1,000,000 physical improvement component (with private financing from Newtown Savings Bank) that has restored many of the buildings at the Cooperative (all 12 buildings now have new roofs and new boilers/heating systems) and re-furnished many of the cooperative 70 individual apartments, with 100% occupancy at the Cooperative for the first time in many decades. (This past winter and into the spring this effort will conclude with a mayor expansion of the Cooperative's parking facilities and improvement of BSAC site amenities).

As delighted as we are with the completion of our new building in downtown Danbury, we also note with pride that every one of CIFIC's programs made progress and improvements this past year, which is fundamental to the organizational culture and the internal "DNA" of the Connecticut Institute For Communities. As of December 31, 2017, our programs and services encompassed the following:

- **Beaver Street Apartments Cooperative, Inc.**
- **Danbury Armory Historic Preservation and Adaptive Reuse Project**
- **Danbury Main Street Health Center and CIFIC Headquarter Building**
- **Greater Danbury Early Learning Programs:**
 - City of Danbury Head Start Center Project
 - Danbury CIFIC School Readiness Program
 - Early Head Start of Northern Fairfield County
 - Head Start of Northern Fairfield County Program
- **Greater Danbury Community Health Center (GDCHC):**
 - Primary Care: Infant, Pediatric, Adolescent, Adult and
 - Geriatric Medicine
 - Women's Health Center
 - Dental and Behavioral Health Care
 - GDCHC Teaching Health Center (ACGME Accredited)
 - GDCHC School-Based Health Centers:
 - Henry Abbott Technical High School (State of CT)
 - Danbury High School
 - Rogers Park Middle School (Danbury)
 - Broadview Middle School (Danbury)
 - Newtown Middle School
 - Regional Women, Infants & Children's Health & Nutrition Program (WIC)
 - SNAP (Supplemental Nutrition Assistance Program) Outreach Program
 - GDCHC Mobile Health Van
- **Danbury Community Facilities Collaboration:**
 - Modernization of the equipment and facilities of the Danbury War Memorial building.
 - The addition of 7 new pre-school classrooms in Danbury, to be located in the former "Danbury Cadillac/Oldsmobile" building at 29 Park Avenue.
 - The purchase and re-opening of the former Danbury YMCA building as a comprehensive downtown **Danbury Community Center** to include a newly organized Boys and Girls Club of Danbury.
- **Elderly Housing Building** (80 +/- units for Seniors and Veterans in Danbury).
- **Harambee Youth Center**

Subject: Square footages for lessees at Ben Franklin and Nathaniel Ely Center's

Ben Franklin Center "Growing Seeds"

Room - 1	775 sq.ft.
Room - 2	475 sq.ft.
General Office	736 sq.ft.
Room - 6	588 sq.ft.
Room - 8	630 sq.ft.
Room - 9	<u>670 sq.ft.</u>
Total square feet	3874

Ben Franklin Center "CFC - Head Start"

Kitchen/storage	1034 sq.ft.
Room - 3	703 sq.ft.
Room - 4	1167 sq.ft.
Room - 7	623 sq.ft.
Room - 14	671 sq.ft.
Room - 10	606 sq.ft.
Room - 12	<u>1170 sq.ft.</u>
Total square feet	5974

Nathaniel Ely Center "Odyssey Early Learning"

Room - 106	868 sq.ft.
Room - 107	868 sq.ft.
Room - 108	868 sq.ft.
Room - 109	868 sq.ft.
Room - 7a	360 sq.ft.
Room - 111	653 sq.ft.
Room - 112	715 sq.ft.
Room - 113	827 sq.ft.
Room - 114	484 sq.ft.
Room - 115	484 sq.ft.
Room - 116	600 sq.ft.
Office - #2	150 sq.ft.
Office - #3	100 sq.ft.
Conference Room - #1	210 sq.ft.
Room - 201	812 sq.ft.
Room - 202	812 sq.ft.
Room - 203	812 sq.ft.
Room - 204	<u>812 sq.ft.</u>
Total square feet	11,303

Nathaniel Ely Center "CFC - Head Start Program"

Room - 101	866 sq.ft.
Room - 102	819 sq.ft.
Room - 103	845 sq.ft.
Room - 104	781 sq.ft.
Room - 105	868 sq.ft.
Administration Office	468 sq.ft.
Office (next to boiler room)	345 sq.ft.
Kitchen/storage	1152sq.ft.
Office - B	<u>812 sq.ft.</u>
Total square feet	6,956

lessees

Fred G. Bretherton Assistant Property Manager, Engineering Division



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
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125 East Avenue, PO Box 5125
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TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : EARLY CHILDHOOD SUMMER CAMPS

DATE: MAY 31, 2018

Recently, the Federal Headstart selected Connecticut Institute for Communities, Inc. (CIFC) to replace the interim Headstart provider – CDI to manage Norwalk Headstart programs. In response to this recent development, previous Council actions relating to the operation of the summer camp will need to be modified to reflect CIFC as the new entity. Therefore, approval of the following action would be required:

ACTION REQUESTED:

Technical Correction of Common Council action of April 10, 2018, VII, B, 2 and 3 by replacing “Community Development Institute Headstart, Inc.” with “Connecticut Institute for Communities, Inc.”. New action to read as follows:

2. Authorize the Mayor, Harry W. Rilling, to execute a Sublease Agreement among the City of Norwalk, **Connecticut Institute of Communities, Inc. (CIFC)** and, Odyssey Learning Inc. for the use of the Nathaniel Ely Center for the operation of a 2018 summer child care programming for Head Start children from July 5, 2018 to August 3, 2018.

3. Authorize the Mayor, Harry W. Rilling, to execute a Sublease Agreement among the City of Norwalk, **Connecticut Institute of Communities, Inc. (CIFC)** and Stepping Stones Museum for Children, Inc. for the use of the Ben Franklin Center for the operation of a 2018 summer child care programming for Head Start children from July 5, 2018 to August 3, 2018.



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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
NFCC

FROM: ALAN LO, BUILDING & FACILITIES MANAGER *AL*

RE: CRANBURY ELEMENTARY SCHOOL BOILER REPLACEMENT

DATE: MAY 31, 2018

Cranbury Elementary School has an enrollment of approximately 480 students. The building was constructed in 1958 and is approximately 45,796 square feet. Subsequent to the Board of Education approval of the School Facilities Improvement Plan, the City allocated \$1,378,000 as part of the its 2017-2018 Capital Budget for improvements at Cranbury Elementary School. One of the priority items is the replacement of the original boilers.

In the Spring of 2018, we retained an engineering firm to design the boilers with the intent to implement the work in the summer with completion by October 1, 2018. Given the time constraints, we recently received bids for the purchase of the new boilers (approximately \$75,000). On May 22, 2018, Common Council approved the bid and subsequently, we initiated the pre-ordering process. Separately, on May 29, 2018, the Purchasing Department received two bids for the installation of the boilers. Summary of the bids is herein attached.

At this time, I would like to recommend the award of the installation work to Southport Contracting, Inc. for a total amount of \$240,000. As we proceed with the demolition of the boilers, we will determine if the roping contains asbestos and the need to expend funds as part of the Alternate item. Finally, please be advised that \$150,000 is available from the State Alliance Grant II for this project

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Southport Contracting, Inc. for the installation of new boilers at Cranbury Elementary School for a total not to exceed \$240,000.00. Capital Budget Acct. #09185010 5777 C0610 and Norwalk Public Schools – State Alliance II Grant Acct. #28355200-430-25
- b. Authorize the NFCC to issue Change Order on Contract for a total not to exceed \$24,000.

3840 - Cranbury Boiler Replacement (Install)				
A	Lump Sum Bid	Hunter Mechanical, Inc.	Southport Contracting, Inc.	
		\$ 213,740.00	\$	185,000.00
B	Add Alternate No. 1 (Boiler Roping Remediation)	\$ 26,546.00	\$	55,000.00
C	Bid Bond	Yes	Yes	
	TOTAL	\$ 240,286.00	\$	240,000.00
Office Location		219 Wilson Avenue, Norwalk, CT 06854	1730 Commerce Drive, Bridgeport, CT 06605	



William Hodel
Director of Facilities & Maintenance
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MEMORANDUM

Date: May 29, 2018

To: Members of Land Use & Building Management Committee

From: William Hodel, Director of Facilities & Maintenance

Re: NPS - Cranbury Elementary School Asbestos Removal/Flooring Replacement (Summer 2018)

Cranbury Elementary School has been approved for the removal of vinyl asbestos floor tiles (VAT) and installation of VCT flooring as part of the 2016-17, City Capital Budget in the amount of \$300,000.00. During the summer of 2017 twelve classrooms along the "B" wing and the main kitchen was completed and VCT flooring was installed. All remaining portions of the school including the administrative wing, the "C" wing and the "D" wing is scheduled to be completed during the summer months of 2018. Vinyl composite tile (VCT) will be installed in place of asbestos floor tile along with 3" wall base. Carpet squares will be installed in areas where VAT is installed under carpeted areas in the Library, Main Office and Principal's Office & Asst. Principal's Office. Asbestos floor tile has been present at Cranbury Elementary School since construction of the school in the 1957, and many areas have been compromised which allows itself to a removal process.

The Facilities Department solicited quotes from four (4) vendors all of which are registered with the State of Connecticut as licensed asbestos removal firms and on the State's approved vendor list.

Below is a summary of all quotes received for ASBSETOS REMOVAL:

FIRM	STATE CONTRACT #	LUMP SUM AMOUNT
AAIS Corp.	16PSX0110AD	\$98,800.00
BESTECH Inc. of Connecticut	16PSX0110AA	\$81,809.00
HAZ-PROS, Inc.	16PSX0110AB	\$79,200.00
Environmental Services Inc.	16PSX0110AC	No Quote Issued

Upon review of all received quotes, the City's Purchasing Department and the BOE Facilities Dept. respectively recommend the award to the apparent lowest cost firm, HAZ-PROS, Inc.

ACTION REQUESTED:

- A. Authorize the Mayor, Harry W. Rilling to execute a contract with HAZ-PROS, Inc., for the Cranbury Elementary School Asbestos Removal Project for a total not to exceed \$79,200.00. Funding for this project is available from account #09175010 5777 CO595.
- B. Authorize BOE Facilities Dept. to issue Change Orders for a total not to exceed \$7,920.00.

Separately, the Facilities Department solicited quotes from five (5) vendors all of which are registered with the State of Connecticut as licensed flooring installing firms and on the State's approved vendor list.

Below is a summary of all quotes received for FLOORING REPLACEMENT:

FIRM	STATE CONTRACT #	LUMP SUM AMOUNT
M. Frank Higgins & Co. Inc.	12PSX0307AJ	\$51,758.00
Sullivan & Son Carpet, Inc.	12PSX0307AU	\$39,980.00
Reliable Flooring Contractor LLC	12PSX0307AR	\$36,025.00
Commercial Flooring Concepts Inc.	12PSX0307AE	\$47,885.00
Spectrum Floors Incorporated	12PSX0307ATku	\$55,750.00

Upon review of all received quotes, the Purchasing Department and the BOE Facilities Dept. respectively recommend the award to the apparent lowest cost firm, Reliable Flooring Contractor LLC.

ACTION REQUESTED:

- A. Authorize the Mayor, Harry W. Rilling to execute a contract with Reliable Flooring Contractor LLC., for the Cranbury Elementary School Asbestos Removal / Flooring Replacement Project for a total not to exceed \$36,025.00. Funding for this project is available from account #09175010 5777 CO595.**
- B. Authorize BOE Facilities Dept. to issue Change Orders for a total not to exceed \$3,600.00.**

cc: Thomas Hamilton
Frank Costanzo, Ed.D.
George Sevc
Alan Lo
Ben Luce



William Hodel
Director of Facilities & Maintenance
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MEMORANDUM

Date: May 29, 2018

To: Members of Land Use & Building Management Committee

From: William Hodel, Director of Facilities & Maintenance

Re: Norwalk Public Schools – Energy Conservation Project, Norwalk HS & Brien McMahon HS

The NPS partnered with Eversource to conduct a utility cost savings retrocommissioning service of all mechanical equipment located at Norwalk HS & Brien McMahon HS under project #CT 16-946041 and project #CT 17-1059466. Eversource engaged Colliers International to perform a study of all mechanical equipment and develop ways to maximum efficiency. They identified (12) systems between both high schools that can provide cost savings with short term paybacks if optimized more efficiently. As part of the 2018-19, City Capital Budget in the amount of \$110,000.00, we would like to optimize the efficiency of (5) systems between both high schools. Eversource estimates up to a 40% savings in energy costs once all twelve systems are fully optimized over a 3 year period.

Since this is a specialized area with proprietary systems in place, our current building management system (BMS) service provider, Automated Building Systems, Inc. and Connecticut Custom Aquatics, LLC, has been engaged to perform this work.

Below is a summary of the quotes received for the ENERGY CONSERVATION:

FIRM	LUMP SUM AMOUNT
Automated Building Systems, Inc.	\$50,819.00
Colliers International	\$35,420.00
Connecticut Custom Aquatics, LLC	\$1,200.00

ACTION REQUESTED:

- 1a. Authorize the City's Purchasing Agent to issue a purchase order to execute a contract with Automated Building Systems, Inc., for the Energy Conservation Project for a total not to exceed \$50,819.00. Funding for this project is available from account # 09195010 5777 C0621.
- 1b. Authorize BOE Facilities Dept. to issue Change Orders for a total not to exceed \$5,081.00.
2. Authorize the City's Purchasing Agent to issue a purchase order to execute a contract with Colliers International for the Energy Conservation Project for a total not to exceed \$35,420.00. Funding for this project is available from account # 09195010 5777 C0621.

cc: Thomas Hamilton
Frank Costanzo Ed.D
George Sevc
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MEMORANDUM

Date: May 29, 2018
To: Members of Land Use & Building Management Committee
From: William Hodel, Director of Facilities & Maintenance
Re: Norwalk Public Schools - Kendall Elementary School Cafeteria & Kitchen Upgrades

Kendall Elementary School has been approved for a Cafeteria & Kitchen Upgrade as part of the 2018-19, City Capital Budget in the amount of \$276,000.00. The current cafeteria does not lend itself well to proper traffic flow on the servery line and is in need of overall kitchen equipment improvements to coincide with the strategic operating plan goal #6, to improve nutritional quality of food and the dining experience.

The City's Purchasing Department solicited sealed bid pricing under project #3841. Six firms attended the walk-thru of which one firm provided a sealed bid.

Upon review of this bid, the Purchasing Department and the BOE Facilities Dept. respectively recommend the award to A. V. Tuchy, Inc. The sealed bid was reviewed and is in line with current construction pricing in our area. In addition, A. V. Tuchy, Inc. is a well qualified and well recognized firm with its roots in Norwalk. A. V. Tuchy, Inc. most recently successfully completed the first phase of exterior window & door replacement at West Rocks Middle School and will complete the remain portions this year.

ACTION REQUESTED:

- **Authorize the Mayor, Harry W. Rilling to execute a contract with A. V. Tuchy, Inc., for the Kendall Elementary School Cafeteria & Kitchen Upgrades Project for a total not to exceed \$194,800.00. Funding for this project is available from account # 09175010 5777 C0585.**
- **Authorize BOE Facilities Dept. to issue Change Orders for a total not to exceed \$19,480.00.**

cc: Thomas Hamilton
Frank Costanzo Ed.D.
George Sevc
Alan Lo
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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
NFCC

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

RE: NORWALK HIGH SCHOOL IMPROVEMENT PROJECT

DATE: JUNE 6, 2018

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

About two years ago, Norwalk Board of Education adopted a School Facilities Improvement Plan which identified improvements at Norwalk High School. Parallel to this effort, in March of 2017, the Norwalk High School's School Governance Council, prepared a study of their own, identifying programmatic and aesthetic improvements for Norwalk High School. In support of the Plan, the City allocated \$1,500,000 in the City's 2017-2018 Capital Budget and \$5,000,000 in the City's 2018-2019 Capital budget for improvements at Norwalk High School.

With the approval of the budget in April of 2017, the school facilities improvement team (the Team), consisting of City staff, Norwalk Public Schools staff and members of the Norwalk High School, School Governance Council met to review both the Board of Education's Facilities plan and the Norwalk High School's Governance Council's report to identify and collate projects into specific categories: reimbursable projects and non-reimbursable projects. In order to expedite the improvements at the High School, the Project Team identified a number of Summer 2018 projects that were non-reimbursable one of which is to paint the exterior of the High School with a concrete coating. Attached is information regarding the concrete paint manufacturer and the paint products to be used.

Although Norwalk High School has recently been power washed the color and aesthetics of the exterior are universally thought to be unattractive. A new cladding of the exterior was investigated but due to installation concerns that may cause damage over time and the cost, it was determined that painting was a much better alternative.

On May 30, 2018, Purchasing Department received a total of 4 bids for exterior painting. Attached is a summary of the bids. Based on the bid results, the apparent low bidder is M. Brett painting Co., Inc. in the amount of \$258,480.00. It is anticipated that weather permitting, the majority of the painting work will be completed in the summer, leaving miscellaneous work to be completed in September 2018. We are scheduling a scope review meeting with the contractor prior to the upcoming Land Use meeting to confirm their understanding of the project and schedule.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with M. Brett Painting Co., Inc. for the Norwalk High School Exterior Painting Project for a total not to exceed \$258,480.00. Funds are available in Acct. #09185010 5777 C0610**
- b. **Authorize the NFCC to issue Change Order on Contract for a total not to exceed \$25,848.00**

May 30, 2018

NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY - PROJECT #3845
Exterior Painting – Norwalk High School

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

VENDOR	TOTAL LUMP SUM PRICE
M. Brett Painting Co. Inc.	\$258,480.00
Pan American Enterprises	\$284,888.00
Mackenzie Service Corporation	\$425,789.00
C & G Contracting Corporation	\$453,322.33



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

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

RE : NEW COLUMBUS SCHOOL AT ELY SITE

DATE: MAY 31, 2018

The adopted School Facilities Improvement Plan identified a deficiency of approximately 900 seats at the elementary school level. In order to address this need, the Plan proposes to construct a new South Norwalk School at Ely Site (hereinafter New Columbus School). Upon relocation of Columbus School students, the existing Columbus School building will be renovated to accommodate additional student enrollment. The new Columbus School will be a PreK-to-8 school and will continue to operate under the Bank Street program. The School's total enrollment will be 480 students. The new building will be approximately 66,031 square feet and will meet/exceed the latest standards in technology and building construction. Subsequent to Board of Education approval of the Facilities Improvement Plan, the City allocated \$41,912,000 as part of the City's 2017-2018 Capital Budget.

During the summer of 2017, the City issued an RFP for architects and subsequent to an interview process, the City selected JCJ Architecture, PC for the new Columbus School. A contract was executed to include the following design services:

Task A.	-	Programming and Schematic Design	-	\$ 370,000
Task B.	-	Design Development Phase	-	\$ 370,000
Task F.	-	Traffic Consultant Services for offsite	-	\$ 30,000
		Improvements		
Task G.	-	Surveying Services	-	\$ 20,000

Task H.	-	Environmental Consultant Services	-	\$ 30,000
Task I.	-	Additional Design Services for Energy Enhancements.	-	\$ 30,000

Total			-	\$ 850,000

For the past 8 months, JCJ has been working closely with the project team to complete Schematic Design Phase and Design Development Phase. With recent Council approval of the proposed land acquisition and to proceed with application to the State for the Open Space Land Swap, I would like to request Common Council approval of the following architectural design phases in order to continue with the project:

Task C.	-	Construction Documents Phase	-	\$ 650,000
Task D.	-	Bidding/Negotiation Phase	-	\$ 35,000
Task E.	-	Contract Administration Phase	-	\$ 425,000

Total			-	\$1,110,000

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with JCJ Architecture, PC for architectural design services (Tasks C, D & E) for the new South Norwalk School at Ely Site (New Columbus School) for a total not to exceed of \$1,110,000. Acct. #09185010 5777 C0607

8. FEE PROPOSAL

2.2.1. PROPOSED FEES: South Norwalk School @ Ely Site -- New School Project

A. Programming and Schematic Design Services: Lump Sum in numbers and words,	
\$ 370,000.00	Fee in words: Three Hundred Seventy Thousand and Zero Cents
B. Design Development Phase: Lump sum in numbers and words,	
\$ 370,000.00	Fee in words: Three Hundred Seventy Thousand and Zero Cents
C. Construction Documents Phase: Lump Sum in numbers and words,	
\$ 650,000.00	Fee in words: Six Hundred Fifty Thousand and Zero Cents
D. Bidding/Negotiation Phase: Lump Sum in numbers and words,	
\$ 35,000.00	Fee in words: Thirty Five Thousand and Zero Cents
E. Contract Administration Phase (17 Months): Lump Sum in numbers and words,	
\$ 425,000.00	Fee in words: Four Hundred Twenty Five Thousand and Zero Cents
F. Traffic Consultant Services for offsite improvements (Allowance): Lump Sum in numbers and words,	
\$ 30,000.00	THIRTY THOUSAND DOLLARS AND ZERO CENTS
G. Surveying Services: Lump Sum in numbers and words,	
\$20,000.00	TWENTY THOUSAND DOLLARS AND ZERO CENTS
H. Environmental Consultant Services: Lump Sum in numbers and words,	
\$30,000.00	THIRTY THOUSAND DOLLARS AND ZERO CENTS
I. Additional Design Services for Energy Enhancements: Lump Sum in numbers and words,	
\$30,000.00	THIRTY THOUSAND DOLLARS AND ZERO CENTS
F. TOTAL FEE (A-I)	
\$ 1,960,000.00	Total Fee in words: One Million, Nine Hundred Sixty Thousand and Zero Cents

2.2.4. For informational purposes please identify the estimated time in working hours:

	South Norwalk School
A. Schematic Design Phase	2,900 hours
B. Design Development Phase	2,900 hours
C. Construction Documents Phase	5,200 hours
D. Bidding/Negotiation Phase	280 hours
E. Construction Administration	3,400 hours



CITY OF NORWALK
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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
NFCC

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

RE: **NORWALK HIGH SCHOOL IMPROVEMENT PROJECT –
WALK-IN REFRIGERATOR/FREEZER**

DATE: MAY 31, 2018 (REVISED JUNE 6, 2018)

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

About two years ago, Norwalk Board of Education adopted a School Facilities Improvement Plan which identified improvements at Norwalk High School. Parallel to this effort, in March of 2017, the Norwalk High School's School Governance Council, prepared a study of their own, identifying programmatic and aesthetic improvements for Norwalk High School. In support of the Plan, the City allocated \$1,500,000 in the City's 2017-2018 Capital Budget and \$5,000,000 in the City's 2018-2019 Capital budget for improvements at Norwalk High School.

With the approval of the budget in April of 2017, the school facilities improvement team (the Team), consisting of City staff, Norwalk Public Schools staff and members of the Norwalk High School, School Governance Council met to review both the Board of Education's Facilities plan and the Norwalk High School's Governance Council's report to identify and collate projects into specific categories: reimbursable projects and non-reimbursable projects. In order to expedite the improvements at the High School, the Project Team identified a number of Summer 2018 projects that were non-reimbursable one of which is to convert the existing water cooled system for the walk-in refrigerator and freezer to an air-cooled system. This was requested of the Board of Education's Facilities Department in accordance with the Strategic Operating Plan, Goal No. 5 as a conservation effort.

Currently the water cooled system runs water constantly through the refrigeration system as a result requires constant water flow. Due to the constant water flow The Board of Education experiences significant water charges.

We had released the documents for bidding on April 16, 2018 with bids due May 8, 2018. Unfortunately we received NO bids. As a result we consulted with Purchasing and decided to solicit quotes directly from potential contractors. That effort proved to be more difficult than expected. We had reached out to 9 different refrigeration contractors and did not receive any interest. However, due to our continued efforts we had just recently received a positive response from 2 different contractors. The estimated cost is approximately \$75,000 to \$90,000.

Today, Jim Giuliano received a proposal from Emcor Services d/b/a New England Mechanical in the amount of \$61,274.00. Occasionally, New England Mechanical provides mechanical services to the City and Norwalk Public Schools.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Emcor Services d/b/a New England Mechanical for the Norwalk High School Kitchen Walk-in Refrigerator and Freezer energy efficient equipment upgrade project for a total not to exceed \$61,274.00. Funds are available in Acct. #09185010 5777 C0610**
- b. **Authorize the NFCC to issue Change Order on Contract for a total not to exceed \$6,127.00**

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

125 East Avenue
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Norwalk, CT 06856

VII. F

TO: MEMBERS OF THE COMMON COUNCIL
FROM: SABRINA CHURCH, COMMUNITY DEVELOPMENT PLANNER
DATE: MAY 22, 2018
RE: PROGRAM YEAR 44 (July 1, 2018 – June 30, 2019) CDBG ANNUAL ACTION PLAN

As the administering agent for the City's CDBG program, the Redevelopment Agency developed the Annual Action Plan (AAP) for Program Year 44 (PY44), which runs July 1, 2018 through June 30, 2019. The AAP outlines the deployment of \$887,467 in CDBG funds for PY44 activities, based on funding recommendations made by the Planning Committee. The activities recommended for PY44 are consistent with the 2015-2019 Consolidated Plan (ConPlan) approved by the Common Council and are outlined below.

Project	Organization	Program	Funds Allocated
Public Services	ABCD Inc.	Rental/Utility Assistance	\$ 30,000
	Child Guidance Center	Dialectical Behavior Therapy	\$ 25,000
	East Norwalk Library	STEAM Program	\$ 6,000
	Higher Education Learning Professionals	College Edge Program	\$ 14,000
	Person to Person	Emergency Assistance	\$ 30,000
	Saturday Academy	Girls in Tech	\$ 15,820
	SAVE	Check and Connect	\$ 12,300
	TOTAL		\$ 133,120
Housing	HomeFront	Low-Income Homeowner Renovations	\$ 15,000
	Keystone House	Bathroom Renovation	\$ 8,050
	TOTAL		\$ 23,050
Public Facilities	Carver Foundation	Gym Floor Replacement	\$ 88,485
	Public Facility Contingency		\$ 5,203
	Walk Bridge Mitigation Program		\$ 110,000
	NRA - City Neighborhoods		\$ 317,088
	TOTAL		\$ 520,776
Planning and Administration	NRA - CDBG Administration - 20% of allocation		\$ 210,521
	TOTAL		\$ 210,521

The draft AAP was available for public review and comment from March 29, 2018 until April 28, 2018. A public hearing was held during the Planning Committee meeting on April 5, 2018. No comments were received on the document during the comment period or public hearing. On June 7, 2018, the Planning Committee approved advancing the PY44 Annual Action Plan to the Common Council.

Upon approval by the full Common Council, the Norwalk Redevelopment Agency will submit the PY44 AAP to HUD in order to become a binding document guiding the CDBG program for the upcoming program year.

REQUESTED ACTIONS:

- Authorize the Mayor to execute any and all documents associated with submission of the PY44 AAP to HUD.
- Authorize the Mayor to execute any and all documents consistent with the approved 2015-2019 Consolidated Plan and PY44 Annual Action Plan.