

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

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AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: May 25, 2021

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the purchasing agent, Sharon Connors, to issue a purchase order to GAC, dba New England Traffic Solutions, for the purchase and installation of security cameras and voice call box at five fire stations (Bid # 4082) for the amount not to exceed \$41,000 from account # C0641.
- 2a. Authorize the Mayor, Harry W. Rilling to execute an agreement with BadgeQuest, Inc. to conduct the Police promotional testing for the ranks of Detective, Sergeant and Lieutenant, for a sum not to exceed \$39,000, from Account # 013049-5258.
- 2b. Authorize the Police Chief, Thomas E. Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement the Police written promotional testing and assessment centers for the ranks of Detective, Sergeant and Lieutenant.

B. PLANNING COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an amendment to the Agreement by and between the City of Norwalk and Utile, Inc. in an amount not to exceed \$60,000 for the additional scope of services to conduct the Norwalk Urban Waterfront Land Use Plan.
2. Approve the 2021 applications for referral to the Connecticut Department of Revenue Services for inclusion in the 2021 Connecticut Neighborhood Assistance Act Tax Credit Program.
3. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Vanasse Hangen Brustlin, Inc (VHB) for the design of a roundabout on Gregory Boulevard at Fifth Street for an amount not to exceed \$10,600.00. Account Number: 09 20 4120 5777 C0232
4. Authorize the Mayor, Harry W. Riling to execute an assignment of capital funds in the amount of \$50,000.00 to the Norwalk River Valley Trail, Inc. a 501-C, to assist in the construction of the Wil-Walk section of the Norwalk River Valley Trail. Account Number: 09 21 3750 5777 C0777

C. PUBLIC WORKS COMMITTEE

1. Technical Correction of the common council Action May 11, 2021, Item VII.C.2 to Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Woods Men's and Boy's Clothing for Project No. 4087 for a sum not to exceed \$17,680.00 for fiscal year 2021/22; \$18,148.00 for fiscal year 2022/23 and \$18,447.00 for fiscal year 2023/24 with an option to extend for two (2) additional terms of one (1) year each. Account No. 01 40 21 5276 to Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Woods Men's and Boy's Clothing for Project No. 4087 for a sum not to exceed \$17,680.00 for the period from July 1, 2021 – June 30, 2023; \$18,148.00 for the period from July 1, 2023 – June 30, 2025; and \$18,447.00 for the period from July 1, 2025 – June 30, 2027. Account No. 01 40 21 5276.
2. Technical Correction of the Common Council Action September 8, 2020, Item VII.A.6 to add accounts designated for Ahneman Kirby, LLC for On-Call Surveying Services. Account numbers 09 21 6030 5777 C0365 and 09 22 6030 5777 C0365.

Account No.

09 10 4027 5777 C0302	09 20 4027 5777 C0302	09 21 4021 5777 C0318
09 21 4027 5777 C0302	09 06 4021 5777 C0315	09 18 4021 5777 C0021
09 20 4027 5777 C0643	09 19 4021 5777 C0021	01 40 30 5258
09 20 4021 5777 C0021	09 19 4021 5777 C0318	<u>09 21 6030 5777 C0365</u>
<u>09 22 6030 5777 C0365</u>		

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Assistance Agreement with the Norwalk Historical Society for the production of a permanent exhibit of Norwalk's history from 10,000 B.C. to 1835 for the Town House at Mill Hill Historic Park for a total not-to-exceed \$84,000. Acct. #09216363 5777 C0521
2. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Interim License Agreement with The Riverbrook Regional Young Men's Christian Association, Inc. (YMCA) for the occupancy of portions of 98 South Main Street building to provide community service programs by extending the agreement period from July 1, 2021 to December 31, 2021. All remaining terms of the agreement to remain unchanged.
3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Silver Petrucelli & Associates to provide architectural design services for the South Norwalk Library for a total not to exceed \$12,300.00. Acct #09186210 5777 C0605
4. Authorize the Mayor, Harry W. Rilling, to execute an Eversource New Construction & Major Renovations Memorandum of Understanding for Path 2: Whole Building Energy Use Intensity (EUI) Reduction cost share agreement for Cranbury School. The City is responsible for up to 25% of \$20,000 or \$5,000.00 for TA (Technical Assistance) vendor services that include energy charrette facilitation, EUI target setting, energy modeling, and mid-design review/ feedback. Acct. #09215010 5777 C0786

- 5a. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with A.V. Tuchy Builders as the Construction Manager (CM) for the Naramake Elementary School Kitchen/Cafeteria/Media Center improvement project, to accept the Guaranteed Maximum Price in the amount of \$2,618,353.14. Acct. #09215010 5777 C0788.
- 5b. Authorize the Land Use & Building Management Committee to issue Change Orders on Contract for a total not to exceed \$204,258.00.
6. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Gilbane Building Company, as the Construction Manager (CM) for the Norwalk High School – New Construction Project. Terms of the agreement shall include the following:
 - Pre-Construction Phase Services (including reimbursable allowance) \$392,360
 - CM Fees (% of total cost of construction) 1.85%.
 - CM Contingency (% of total trade bids) 2.5%

Following the bidding process, final Guaranteed Maximum Price (GMP) will be submitted to the Common Council for approval. Acct. #09215010 5777 C0787

7. Authorize the Office of Building Management to execute Change Order(s) on contract with Guardian Service Industries Inc. to provide project management and labors necessary to implement Phase I of the Middle School Bathroom Renovation Project for the summer of 2021 for a total not to exceed \$87,971.84. Funds are available in Capital Budget account #09225010 5777 C0807

X. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

CITY OF NORWALK
NORWALK, CONNECTICUT

COMMON COUNCIL
VIA TELECONFERENCE

MAY 25, 2021

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

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Mayor Rilling called the meeting to order at 7:32 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

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

Council at Large:	Mr. Gregory Burnett	Ms. Dominique Johnson
	Mr. Manny Langella	Mr. Nicholas Sacchinelli
	Ms. Barbara Smyth	

District A:	Mr. David Heuvelman	Mr. Kadcom Roberts
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District B:	Ms. Darlene Young	Ms. Diana Revofus
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District C: Mr. John Kydes

District D: Mr. George Tsiranides Mr. Tom Keegan

District E: Mr. Thomas Livingston Ms. Lisa Shanahan

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

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: May 11, 2021

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS PRESENTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

No members of the public wished to comment this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS RESIGNATIONS:

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

B. MAYOR'S REMARKS:

Mayor Rilling recognized the recent marriage of Mr. Langella.

The Rowayton Memorial Parade will be held on Sunday, May 30, 2021 and the Norwalk Memorial Day Parade will be held on Monday, May 31, 2021.

The City will host five summer concerts this year. One will be held at Veterans Park and four will be held at Calf Pasture Beach.

Mayor Rilling acknowledged the first anniversary of the death of George Floyd and the appropriate start of the Led by Us Group, beginning with Norwalk Speaks at Ryan Park on Saturday. He announced that the process for the Norwalk Equity and Justice Task Force is moving forward and that they will be reaching out to the community relative to their thoughts on equal opportunity. He added that he is looking to make this a standing Commission. He thanked Mr. Daniels for taking the lead on this and to the Fairfield County Community Foundation for their offer of \$50,000.

Mr. Burnett read the following statement:

Thank you Mayor Rilling. I would be remised if I did not acknowledge that one year ago we viewed along with the rest of the world the murder of George Floyd. This unfortunate action became the positive catalyst for several movements and discussions on the topic of police accountability, as well as diversity, equity, equality, and inclusion in the economic, social, educational, and political sectors of our country. Some of those discussions and promised initiatives have moved off of the front page of the media as time has moved on however I commit they remain more important now than ever before. I am encouraged by the initiatives here in Norwalk and the assistance of Led By Us to keep the focus on the front page and a priority for the City of Norwalk. As elected officials we cannot remain silent and not advocate for change to dismantle institutional racism where it exist in order to create a better Norwalk. Thank you and I yield back my time.

Mr. Roberts, Mr. Heuvelman and Ms. Young followed up with comments of support.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

B. CONSENT CALENDAR:

Mr. Sacchinelli announced that Mr. Kydes would read the Consent Calendar this evening.

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

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

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. RECREATION & PARKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH ALZHEIMER'S ASSOCIATION CONNECTICUT CHAPTER FOR THEIR USE OF CALF PASTURE BEACH FOR THE WALK TO END ALZHEIMER'S TO BE HELD ON SUNDAY, OCTOBER 10, 2021 FROM 8:30 AM – 1:00 PM. SET UP TO BEGIN AT 6:00 AM WITH TEARDOWN NO LATER THAN 1:00 PM ON SUNDAY, OCTOBER 10, 2021. ESTIMATED ATTENDANCE 1,000.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH NORWALK SYMPHONY ORCHESTRA FOR THE USE OF CRANBURY PARK FOR A POPS CONCERT TO BE HELD SUNDAY, SEPTEMBER 26, 2021 FROM 3:00 PM – 6:00 PM. SET UP TO BEGIN AT 9:00 AM WITH TEARDOWN NO LATER THAN 8:00 PM ON SUNDAY, SEPTEMBER 26, 2021. ESTIMATED ATTENDANCE 1,000.

3. A) AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH NICE INC. FOR THE USE OF OYSTER SHELL PARK FOR THE 5TH ANNUAL NICE FESTIVAL TO BE HELD SATURDAY, JULY 10, 2021 FROM 11:00 AM – 10:00 PM. SET UP TO BEGIN AT 5:00 AM WITH TEARDOWN NO LATER THE 12:00 MIDNIGHT ON SATURDAY, JULY 10, 2021. ESTIMATED ATTENDANCE 500+.

B) APPROVE THE USE OF THE SHOW MOBILE BY NICE INC. FOR THE 5TH ANNUAL NICE FESTIVAL TO BE HELD SATURDAY, JULY 10, 2021 FROM 6:00 AM – 10:00 PM.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH GORDON FINE ARTS, LLC FOR THE USE OF

50 WASHINGTON STREET PLAZA FOR THEIR ANNUAL SONO ARTS FESTIVAL TO BE HELD ON SATURDAY, AUGUST 7, 2021 FROM 10:00 AM – 5:00 PM AND SUNDAY, AUGUST 8, 2021 FROM 10:00 AM – 5:00 PM. SET UP TO BEGIN AT 6:00 AM ON SATURDAY, AUGUST 7, 2021 WITH TEAR DOWN NO LATER THAN 7:30 PM SUNDAY, AUGUST 8, 2021. ESTIMATED ATTENDANCE 500.

8. APPROVE THE USE OF THE CRANBURY PARK PAVILION AND SURROUNDING GROUNDS ON JUNE 16, FROM 4PM TO 8PM FOR THE PTECH GRADUATION PICNIC, ESTIMATED ATTENDANCE, 30 PEOPLE.

9. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH GORDON FINE ARTS, LLC FOR THE USE OF MATHEWS PARK FOR THEIR ANNUAL NORWALK ARTS FESTIVAL TO BE HELD ON SATURDAY, JUNE 26, 2021, FROM 10:00AM -5:00PM AND SUNDAY, JUNE 27, 2021, FROM 10:00AM - 5:00PM. SET UP TO BEGIN AT NOON ON FRIDAY, JUNE 25, 2021, WITH TEAR DOWN NO LATER THAN 7:30PM SUNDAY, JUNE 27, 2021. ESTIMATED ATTENDANCE 400.

10. APPROVE THE USE OF THE CRANBURY PARK PAVILION 1 AND IMMEDIATE SURROUNDING GROUNDS BY NORWALK HIGH SCHOOL PARENTS CLUB FOR A GRADUATION SENIOR PICNIC TO BE HELD WEDNESDAY, JUNE 16, 2021 FROM 3:00 PM – 8:00 PM. ESTIMATED ATTENDANCE 100.

B. FINANCE COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: MAY 13, 2021

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED MAY 13, 2021.

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: APRIL 2021

4. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE THE GRANT ASSIGNMENT CERTIFICATION, SFY 2022 ASSIGNING STATE OF CONNECTICUT 13B-38BB ELDERLY AND DISABLED DEMAND RESPONSIVE MUNICIPAL GRANT PROGRAM APPORTIONED FUNDS TO OPERATION OF TRANSPORTATION

SERVICES COORDINATING ENTITY, NORWALK TRANSIT DISTRICT. CITY OF NORWALK GENERAL FUND BUDGET - TO ELDERHOUSE \$18,000 AND GRANTS TO NORWALK SENIOR CENTER \$390,000 FOR FISCAL YEAR 2022.

5. RESOLUTION MAKING APPROPRIATIONS, FOR VARIOUS PUBLIC IMPROVEMENTS AGGREGATING \$31,416,972 FOR THE FY 2021-22 CAPITAL BUDGET AND AUTHORIZING THE ISSUANCE OF \$31,416,972 GENERAL OBLIGATION BONDS OF THE CITY TO MEET CERTAIN APPROPRIATIONS IN THE FY 2021-22 CAPITAL BUDGET.

6. RESOLUTION TO AMEND THE RESOLUTION TO INCREASE THE APPROPRIATIONS AND BOND AUTHORIZATIONS FOR VARIOUS PUBLIC IMPROVEMENTS BY \$550,000 FOR CAPITAL PROJECTS FOR THE SIXTH TAXING DISTRICT.

7. AUTHORIZE THE MAYOR TO EXECUTE AMENDMENT ONE (1) TO THE MASTER LEASE AGREEMENT FOR OFFICE COPIERS WITH TGI OFFICE AUTOMATION TO EXECUTE A FOUR (4) YEAR EXTENSION TO THIS MASTER AGREEMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$268,505.21.

C. HEALTH & PUBLIC SAFETY

1. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENT WITH POWERPHONE FOR SYSTEM UPGRADE AND SOFTWARE LICENSING.

D. COMMUNITY SERVICES & PERSONNEL

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A PROGRAM SUPPORT AGREEMENT BETWEEN THE CITY OF NORWALK AND CONNECTICUT INSTITUTE FOR COMMUNITIES, INC. FOR FUNDING SUPPORT, MONITORING AND REPORTING FOR THE EARLY HEAD START AND HEAD START PROGRAMS IN THE AMOUNT OF \$500,000.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT AND RECEIVE CHILD DAY CARE GRANT FUNDS ALLOCATED TO THE CITY OF NORWALK FROM THE STATE OF CONNECTICUT, OFFICE OF EARLY CHILDHOOD FOR STATE FISCAL YEAR 2021 AND 2022.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR SHARED SPACE LICENSE AGREEMENTS TO REGIONAL SOCIAL SERVICE PROVIDERS SELECTED BY THE COMMUNITY SERVICES DEPARTMENT TO PROVIDE SERVICES AND ASSIST RESIDENTS IN CITY HALL.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND FAMILY AND CHILDREN'S AGENCY TO SERVE AS THE MUNICIPAL AGENT FOR THE ELDERLY EFFECTIVE JULY 1, 2021 FOR A TWO YEAR TERM IN THE AMOUNT OF \$150,000 YEARLY. E.

PUBLIC WORKS COMMON COUNCIL

1. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND APPROPRIATE TO OBTAIN AND ACCEPT A TRAIL EASEMENT UPON 40 CROSS STREET, NORWALK, CT AS MORE SPECIFICALLY DEPICTED ON A CERTAIN SURVEY MAP ENTITLED "MAP DEPICTING EASEMENT TO BE GRANTED TO THE CITY OF NORWALK OVER THE LAND OF CPI/ALP STREET MOB OWNER, LLC, 40 CROSS STREET, NORWALK, CONNECTICUT SCALE: 1"=40', PREPARED BY MARTIN SURVEYING ASSOCIATES, 201 CHRISTAIN LANE, BERLIN, CT 06037, DATED APRIL 22, 2021."

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

VII. COMMON COUNCIL COMMITTEES

A. RECREATION & PARKS COMMITTEE

** MS. YOUNG MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PURCHASE AND ACQUIRE THE BUILDINGS, DECK PLATFORM AND OTHER APPURTENANT STRUCTURES AT CALF PASTURE BEACH COMMONLY REFERRED TO AS THE NORWALK SAIL SCHOOL FROM NORWALK SMALL CRAFT SAFETY TRAINING

**PROGRAM, INC. IN AN AMOUNT NOT TO EXCEED \$25,000,
ACCOUNT #014150-5585.**

Mr. Hughes gave an overview of these items. He said that in early winter the City decided to go out for an RFP for the sailing school. It was decided that the City would purchase the building it owned. After several meetings, the value of the building was placed at \$25,000. An offer was made and accepted for \$25,000.

Ms. Nodra Isamidd described the programs and said the same team will be coming back. In addition, they expect to hire other staff with sailing experience.

Mr. Kydes said he hoped the rates could be kept affordable to allow those less fortunate in the community to attend the sailing school. Ms. Isamidd said they plan to fundraise in order to offer more programs. She said they are excited to make this a popular program.

Ms. Smyth said she was thrilled this worked out and said the sailing school has been an incredible resource. Ms. Isamidd said they want to transform the entity to a non-profit so they can fundraise.

Mr. Heuvelman said he was pleased the Sailing School was looking at a non-profit model.

**** MOTION PASSED UNANIMOUSLY**

**** MS. YOUNG MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A LEASE AGREEMENT FOR PROJECT #4094, SAILING INSTRUCTION AND SEASONAL NON-MOTORIZED WATERCRAFT RENTAL WITH NORWALK COMMUNITY SAILING.**

**** MOTION PASSED UNANIMOUSLY**

**** MS. YOUNG MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH THE NORWALK CONSERVATORY OF ARTS FOR THEIR USE OF MATHEWS PARK FOR BROADWAY IN THE PARK TO BE HELD SUNDAY, AUGUST 8, 2021, SUNDAY, AUGUST 15, 2021, SUNDAY, AUGUST 22, 2021 AND SUNDAY, AUGUST 29, 2021 FROM 5:00 PM – 7:00 PM EACH PERFORMANCE DATE. SET UP TO BEGIN AT 4:30 PM AND TEAR DOWN BY 7:30 PM EACH PERFORMANCE DATE. ESTIMATED ATTENDANCE 200**

Ms. Kate Guthrie and Mr. Danny Loftus, President of Norwalk Conservator of Arts were present. Mr. Loftus reviewed the item and said he wants to bring Broadway to Norwalk. He explained they will bring Disney shows to Norwalk. He reviewed the price structure.

Ms. Revohus asked if there would be any diversity with the performers. Mr. Loftus said his father is from Lebanon and half of the performers are people of color like himself. He noted that it is important to set young people up to see themselves as playing any role. He said he hopes to offer a lot of classes to local children in the community.

Mr. Roberts said this gives kids hope that they can be in the arts; this is something the youth will embrace.

Ms. Young told Mr. Loftus that the Common Council members were concerned about cost being a hinderance for folks. She asked him to be sure to create an opportunity for folks to be able to participate. She added that it would be appreciated.

Mayor Killing said he was excited for this program and noted there is a lot of talent in Norwalk schools.

**** MOTION PASSED UNANIMOUSLY**

D. COMMUNITY SERVICES & PERSONNEL

**** MS. SMYTH MOVED TO** Authorize the Mayor, Harry W. Killing, to execute any and all documents necessary for shared space license agreements to regional social service providers selected by the Community Services Department to provide services and assist residents in City Hall.

Ms. Smyth highlighted the work being done by the Community Services Department under Mr. Daniel's leadership. She added that they worked very hard during Covid to meet the needs of the residents.

Mr. Daniels shared his screen and said he learned and saw a lot during Covid and how it impacted the community. It exacerbated the need for those who were struggling pre-Covid. He said he learned there are several regional services, but Norwalk residents would have to travel to either Stamford or Bridgeport to use those services. He said this initiative is intended to remove barriers for those Norwalk residents. This falls under equity.

Mr. Daniels said the State of Connecticut is divided into five regions, but it can be problematic for Norwalk residents to travel to another city for services. He said he wants to bring awareness about those services to Norwalk residents. He said he has the space

and will work on a schedule. He will also be sure to communicate the information to the residents.

Mr. Burnett asked how they will know if this initiative is successful. Mr. Daniels said they will know it is successful by utilization. It is a joint partnership and they will be tracking usage. If the program is not utilized, they will have a conversation.

Mr. Heuvelman asked Mr. Daniels if there were discussions about using space, other than at City Hall for those residents who may not be comfortable going there. Mr. Daniels said that at this point, he has not been able to identify an outside location for the services. In addition, there are legality issues, but the conversations are being held.

Mayor Rilling thanked Mr. Daniels and noted that he saw a need and took action.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

There were none.

XI. ADJOURNMENT

**** MS. REVOLUS 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

CITY OF NORWALK
PURCHASING DEPARTMENT

VII.A



SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE
NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING

PROJECT NUMBER:	4082
REQUESTING DEPARTMENT:	Norwalk Fire Department
DATE OF BID ISSUANCE:	2/18/2021
TITLE OF BID:	Security Cameras for the Norwalk Fire Department (Various Locations)
ELECTRONIC SUBMISSION DEADLINE:	2:00 PM 03/16/2021
HARD COPY SUBMISSION DEADLINE:	2:00 PM 03/18/2021
MANDATORY WALKTHROUGH:	YES (X) NO ()
DATE, TIME AND LOCATION OF WALKTHROUGH	March 02, 2021, 10:00AM, Meeting at Headquarters (station 2), 121 Connecticut Ave., Norwalk, CT. We will then travel to the other sites listed in Section 2.
TIME/DATE OF BID OPENING:	2:00 PM 03/18/2021
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 10%
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 100%
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES (X) NO ()

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM
2. BID FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (ONE ORIGINAL PLUS ONE (1) COPIES)
3. EXCEPTIONS (IF ANY)

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

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

CITY OF NORWALK
PURCHASING DEPARTMENT
GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk is requesting bids from qualified firms for the material, labor and install of security cameras for the Norwalk Fire Department at various locations. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. BID DOCUMENTS

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

3. ADDENDA

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

4. BIDDER'S LIST

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

5. QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Carleen Megaro, Buyer at cmegaro@norwalkct.org. The deadline for the submission of questions is 2:00 pm March 8, 2021.

6. SUBMISSION OF BID

As of 03/16/2020, the Norwalk City Hall is closed to the public. The City of Norwalk is allowing for electronic submission along with hard copy submission. All participants are required to submit both by the said date and time. Hard copy submission must match the electronic submission and will be the official accepted submission. The City of Norwalk has the right to reject any submission that does not meet this criteria.

All sealed electronic submissions must be submitted in Bonfire no later than March 16, 2021, at 2:00PM.

All sealed hard copy Bids should be submitted to the City of Norwalk's Purchasing Department no later than March 18, 2021 at 2:00 PM at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 211 Page 3

CITY OF NORWALK PURCHASING DEPARTMENT

Norwalk, CT 06856-5125

7. SUMMARIES

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

SPECIAL NOTES:

- 1.) **PROJECT SCHEDULE:** Begin the beginning of May and complete by August 31, 2021.
- 2.) A mandatory pre-bid conference and walkthrough will be held at 10:00 am, March 2, 2021 we will start at Headquarters Station 2 – 121 Connecticut Ave. in Norwalk and then travel to the other sites.
- 3.) Vendor must be certified in SAMSUNG Cameras and Hanwha-Techwin Cameras and products as well.
- 4.) The vendor must be a licensed electrician with the state of Connecticut.
- 5.) Vendor can work any day 8am-8pm.
- 6.) **BUILDING PERMITS** - Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived for this project.
- 7.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 8.) Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 9.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$250.00 per day.
- 10.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.
- 11.) Contractors are hereby advised that the determination of the lowest responsible bidder will be based on the total lump sum price. However, the Norwalk Fire Department does not have enough funds to pay for the cameras at all of the locations specified in the Invitation to Bid so they would choose which sites they would want done from the lowest responsible bidder selected by the City in its best interest. Said determination by the City would be final.
- 12.) **IMPORTANT Submission Information:** As of 03/16/2020, the Norwalk City Hall is closed to the public.

As of 08/10/2020, a new interior Customer Service window opened inside City Hall that will help serve the public during the ongoing COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. Members of the public can walk-in and they must wear a mask/face covering. If you are planning to use the Customer Service window to drop off your submission, it is recommended to

CITY OF NORWALK PURCHASING DEPARTMENT

drop off the submission as early as possible since the team will be serving other customers.

It is still recommended to use a courier service (i.e. FedEx, UPS, USPS, DHL, etc.) to deliver the submission to the above address by the due date and time.

- 13.) **Public Opening:** Per the City of Norwalk Purchasing Guidelines (<https://www.norwalkct.org/DocumentCenter/View/334/City-Procurement-Guidelines?bidid=>). Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by the bid, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. Due to Norwalk City Hall being closed to the public as of 03/16/2020 and you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

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

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – FORMS OF PROPOSAL

**CITY OF NORWALK
PURCHASING DEPARTMENT
BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**

GAC dba New England Traffic Solutions
Bidder's Name

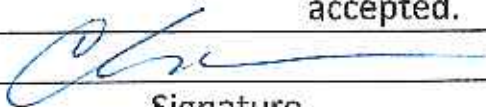
160 Oak Street Unit 410
Street Address

Glastonbury	CT	06033
City	State	Zip

Business Telephone: 860-633-1768

Email Address: claudio@netraffics.comolutions
--

Claudio Vecchiarino	Vice President
Printed Name and Title of Individual Submitting Bid	

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
	3-16-21
Signature	Date

CITY OF NORWALK
PURCHASING DEPARTMENT

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

NETS has provided cost as specified the Hanwha Samsung Video product No exception have been taken, however NETS being an active and current vendor in good Standing and provider of Video and Traffic Technologies for the City of Norwalk Traffic Department.

Can if requested provide alternate pricing for COHU COSTAR Product which is NDAA compliant and approved by Multiple State of CT State Agencies

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM – BID #4082 Security Cameras for the Norwalk Fire Department
(Various Locations)

Vendor Name - GAC dba New England Traffic Solutions		
Address - 160 Oak Street Unit 410 Glastonbury CT 06033		
Phone - 860-633-1768	Fax - 860-633-1796	Email - claudio@netrafficsolutions.com
Manager - Claudio Vecchiarino		Fed ID# 90-0748667

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

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

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

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

The following unit prices shall apply to this project:

NOTE: See Project Specifications/Scope of work.
Cost must include materials, labor and install.

	PROJECT SITE	COST
A.	Headquarters(Station 2)	\$ 8,450.00
B.	Station 1	\$ 7,400.00
C.	Station 3	\$ 7,350.00
D.	Station 4	\$ 7,350.00
E.	Station 5	\$ 7,450.00

**CITY OF NORWALK
PURCHASING DEPARTMENT**

F.	Training on System Operation	\$ INCLUDED
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G.	Maintenance Contract for 3 years	\$ *1,000.00
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*VIDEO CCTV SURVEILLANCE SYSTEMS ARE ACTIVE AND NOT PASSIVE IN NATURE
MAINTAINENCE WOULD ENTAIL CLEANING OF CAMERA HOUSING AND ADJUSTMENTS,
IT IS HIGHLY RECOMMENDED THAT THE SYSTEMS BE EVENTUALLY TIED TO THE LOCAL
AREA NETWORK AND SETUP FOR EMAIL NOTIFICATIONS IN THE EVENT OF FAILURE OF
CAMERAS AND OR THE NVR FIRE DEPT OR IT DEPARTMENT STAFF CAN BE NOTIFIED
IMMEDIATELY VIA EMAIL OF ANY FAILURES OR OBSTRUCTIONS OF CAMERAS THAT
WOULD OTHERWISE GO UN-NOTICED SINCE THESE SYSTEMS ARE LOCAL IN NATURE BY
SPEC DESIGN



Reference _____

Date _____

Cashier's Check

9793821

Amount \$100,000.00

Payable to _____

Pay-4222 FARMERS NINE MONTHS AGO 2784 2575

FOR THE PURCHASE OF NORMAL PURCHASING DEPARTMENT

To the
Order of _____

CASHIER'S CHECK

[Signature]
Authorized Signature

28470

Notice to Customers: The purchase of an indemnity bond may be required before this check will be replaced or refunded in the event it is lost, misplaced or stolen.

Member FDIC

⑆ 97938210 ⑆ 2267268600 ⑆ 1700029511 ⑆

**CITY OF NORWALK
PURCHASING DEPARTMENT**

PROJECT:	4082 Security Cameras at Norwalk Fire Department (various locations)
VENDOR NAME:	GAC dba New England Traffic Solutions

Bid Security in the form of a (check one) is attached.	☐ Bond	☒ X	Certified Check \$3,900.00
Cost for performance bond <u>included in lump sum</u>	\$ 30.00	per thousand dollars	
Insurance Agency Name -	The Hartford	Tel.-	860-659-3741
Agency Address -	Anderson Myer Insurance Glastonbury CT 06033		

Submitted by:

Print Name of Authorized Agent of Company	William D. Palko
Signature of Authorized Agent of Company	
Date	3-16-21

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

Addendum # 1	☒ X	Dated	2/26/21	Addendum #		Dated	
Addendum # 2	☒ X	Dated	3/1/21	Addendum #		Dated	
Addendum # 3	☒ X	Dated	3/9/21	Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

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:	10	
2.	Number of personnel employed:	Part Time	Full Time
			10

3. List projects of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.
Technology Upgrade - District 1 FIELD COMM 1 CCTV, Network, Video Value \$103,000.00	August 2020	Westport FD Assistant Chief Matthew Cohen	C: 203.509.4830 mcohen@westportct.gov
SONO MALL- New Traffic CCTV & Detection (5) Intersections Video & Control Value \$550,000	July 2020	Director Traffic Engineering Mr. Fred Eshegri	P 203-216-8928 feshegri@norwalkct.gov
Roof Top - Garage Conversion of CCTV Conversion of Analog to HD Value \$25,000	July 2020	Director of Public Safety Mstr. Sargent Chris Gough	P 203-332-5025 cgough@hcc.commnet.edu
City of New Britain CT - CCTV Facilities and Parks Update & New Systems 12 Venues Value \$180,000	2018-2021	Facilities/Parks Operations Jon Delgado and Matt Scofield	Jon C 860-505-5676 Matt C 860-830-8608
City of Stamford CT - Parking Garage CCTV (3) Update Garage CCTV Systems Value \$48,000	Sept 2019	Garage Facilities Operations Stephen Fryze	C 203-223-3246 Sfrycz1@stamfordct.gov
City of Stamford CT - Facilities Security updates (25) Intrusion system updates Value \$160,000	January 2021	Director Facilities Operations William Bemonte	C 475-259-9149 wbemonte@stamfordct.gov

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
RGM Electrical	72 Judd Street	Robert Maloney	203-673-7893	Wiring Installation

CITY OF NORWALK PURCHASING DEPARTMENT

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

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes ☒	No ☐
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes ☐	No ☐
7. CT LICENSE/REGISTRATION NUMBER	CT E1-192100		
8. 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			
Address			
City	State	Zip	
Name of Agent			

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

CITY OF NORWALK PURCHASING DEPARTMENT

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.

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

All information should be supported with appropriate audited financials.

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

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

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name: The Hartford Insurance Company	Tel: 860-659-3741
Agency Address: Anderson Myer Insurance Glastonbury CT 06033	Email: jforschino@amiagency.com

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY



March 16th, 2021

City of Norwalk CT
Purchasing Authority
125 East Avenue
Norwalk CT 06855
Reference: Bid# 4082 Norwalk Fire Department CCTV

Attention: Purchasing – Ms. Carleen Megaro

Thank you for your inquiries into the services of New England Traffic Solutions.

New England Traffic Solutions and its Distribution and Technology Division Mectron has over 30 years experience as an Integrator and supplier in the Public Safety industry of Advanced traffic and Security management systems, CCTV cameras, Archival Video Recording, Display Command and Control Consoles, Signal Distribution and Both wired and wireless networking equipment.

We are a State of CT (SBE/MBE) corporation with our operations located in Glastonbury CT. We support municipalities, Various State of CT agencies as well as private companies in CT, NY and MA, in the fields of Safety and Security technologies.

Our services within these fields cover Product Distribution, Design and Technical support as well Complete "Turnkey" Project Design, Procurement, Installation and warranty and Preventative Maintenance services. Our Equipment and Services are also currently under State Contract for procurement purposes to all State-Wide agencies and State Municipalities.

For your reference I have included a partial list of both public and private Institutions where applicable product solutions were designed and or provided by NETS and designed and serviced by our staff. Most of these sites have product or design initiatives which we feel may best suite your needs based upon your earlier email.

Being intimately familiar with the campus both as a parent of Alumni, and supporting your past efforts to provide a safe and secure learning environment, I look forward to reconnection with you and the Fairfield Team to review in detail you're existing system(s) to see how our Team and the Solutions we have, can serve the Towns Safety and Security Requirements.

Regards

A handwritten signature in black ink, appearing to read "W. D. Palko", written over a horizontal line.

William D. Palko
Director of System Integration Technologies

CUSTOMER:

Region One Chiefs
Westport Fire Department HDQ
Westport, CT

CONTACT:

Deputy Chief
Mr. Matthew Cohen
(203)-509-4830

APPLICATION:

Design Procurement and Installation of Technology updates to the FC1 Command and Communication Vehicle. Upgrades of Network to Cellular Communication, Camera Surveillance and Recording for both Situational awareness, Thermal Imaging, Processed IP Video and Network Distribution thru the Vehicle

DETAILS: Design, Procurement and Installation of Mobile workstations updates to allow for Cameras video to Digital High Definition System with Infrared Images are used in Conjunction with Local Law enforcement. For HAZMAT command Traffic Accidents footage, Site mitigation and Command Control with coordinated local municipalities both Fire and Police and Federal agencies

CUSTOMER:

City of Norwalk CT
125 East Avenue
Norwalk, CT

CONTACT:

Traffic and Signal Engineering
Mr. Fred Eshraghi
(860)854-7843

APPLICATION:

Design and Installation of High Definition Camera Surveillance and Recording and Monitoring of Vehicles and Pedestrian Traffic, Traffic Detection at Major Intersections

DETAILS: Design, Procurement and Installation of Traffic Control Systems and Surveillance Cameras for Intelligent Traffic Control, Traffic Management System for the City of Norwalk. Traffic Operations for pedestrians, bicyclists and motorists using the city's roadways.

CUSTOMER:

City of New Britain
27 West Main Street, Room 207
New Britain, CT 1

CONTACT:

Manager of Facilities & Energy
Mr. Jonathan Delgadillo
(860) 826-3417

APPLICATION:

Design and Installation at City Hall of a Centrally located High Definition Camera Surveillance and Recording and Monitoring of Vehicles and pedestrian Traffic, Traffic Detection at Major Intersections Network High Definition Camera Surveillance of City Hall, City Parking Garage and City Parks

DETAILS: Design, Procurement and Installation of over 200 plus Cameras for Digital High Definition System recording for 30 Days. Images are used in Conjunction with Local Law enforcement for Traffic Accidents footage, Vehicle Identification and Pedestrian related Issues

PARTIAL CLIENT REFERENCE LIST

CUSTOMER:

Housatonic Community College
900 Lafayette Blvd
Bridgeport CT

CONTACT:

Master Sergeant Christopher K. Gough
Director of Public Safety
Office 203-332-5025

APPLICATION:

Design Procurement and Installation of Campus Wide High Definition Camera Surveillance and Recording. Building Interiors Exteriors and Parking Garage In conjunction with Overall Site security and Safety Initiatives

DETAILS: Conversion of a Legacy Analog System of over 250 Cameras to a Digital High Definition System Using Existing Infrastructure, Redundant Archiving and 1 Year Video Archival Retention, Wireless Emergency Duress Interface for Staff, Wireless Security.

CUSTOMER:

City of Darien Police Department
25 Hecker Avenue
Darien, CT

CONTACT:

Director of Facility Operations
Lt. Thomas J Whyte
Office: 203-662-5300

APPLICATION:

Design and Conversion of Legacy Licensed Camera Surveillance Head end to a "License Free" Surveillance and Recording System

DETAILS: Design, Procurement and Conversion of 60 plus Cameras for Digital High Definition System Recording and Surveillance of Building Interiors, Booking and Holding Cells Sally port, Parking and Command Center 15, Day 30 Day, and 90 Day Recording

CUSTOMER:

City of Stamford CT
888 Washington Blvd
Stamford, CT

CONTACT:

Parking and Traffic Enforcement
Mr. Stephen Frycz
(203)- 223-3246

APPLICATION:

Design and Installation of Three City Parking Garages Wide High Definition Camera Surveillance and Recording for Monitoring of Vehicles. Pedestrian Duress Indication Systems

DETAILS: Design, Procurement and Installation of 160 plus Cameras for Digital High Definition System recording for 30 Days. Maintenance and support of the Parking garages Duress notification System



160 Oak St. Unit 410 Glastonbury, CT. 06033
Phone 860-633-1768; Fax 860-633-1796

September 10th 2020

Corporate Executive Summary

Corporation: GAC Inc. dba// New England Traffic Solutions, Privately held corporation.
Established: 2011 as a Small Business Woman solutions provider.
Current Location: 160 Oak Street Glastonbury CT. 06033

Federal Tax ID 90-0748667

- Principals: Amy Vecchiarino President, Claudio Vecchiarino Vice President.
- Our Annual gross sales are in excess of \$6,000,000.00 per year.
- New England Traffic Solutions has operated under the same name for 9+ years.
- We have no employee that has worked or works for the Town of Fairfield
- NETS has never been terminated by a customer nor been in any litigation with a customer.

Current employees 10

2 Executive
3 Operations Management
3 Technical Engineers
2 Operational Staffing

New England Traffic Solutions has been working in CT with the CT DOT and multiple municipalities, We currently under State contract to supply equipment and service to the CT DOT Traffic Control and Surveillance systems, is available all CT City and Town agencies Contract # 16PSX0109.

New England Traffic Solutions provides CCTV and Traffic Signal products, support and services to many Towns and Cities, a few are Town of Enfield, City of New Britain, City of Norwalk, City of New Haven, City of Bridgeport and City of Stamford.

Examples of Municipal Contractual - City of Stamford CT, Current Contracts In place

- S-6713-B On-Call Milestone Video Management System Installation and Maintenance Services.
- S-6705 Purchase Traffic Signal Controller and Supplies
- S-6708 Purchase Traffic Signal and Video Maintenance Supplies
- RFP 775 Building Security Systems Alarm and Fire Monitoring Service 20 Locations
- Parking Garage Surveillance System Services (Via LAZ Parking)

Amy Vecchiarino, President

160 Oak St. Unit 410 Glastonbury, CT. 06033
Phone 860-633-1768; Fax 860-633-1796

NEW ENGLAND TRAFFIC SOLUTIONS

With over 50+ Cumulative years of experience in the industry, the management and Technical staff of New England Traffic Solutions have applied their expertise on the following small sampling of System Integration Projects in The Fields of Safety Security and Communications in both the Traffic and Operational Facilities

City	Install	Communication
Hartford	Advanced Traffic Management System and Video Surveillance	Fiber and Copper
New Haven	Advanced Traffic Management System	Fiber
	IP Surveillance System Management	Wireless
Stamford	Fiber	Fiber
	Advanced Traffic Management System	Copper
	IP Traffic Surveillance System Management	Fiber
	Building IP Surveillance Intrusion and Monitoring	Wireless
Norwalk	Fiber Cellular	Fiber Cellular
	Advanced Traffic Management System	Fiber
Glastonbury	Advanced Traffic Management System	Fiber
New Britain	Advanced Traffic Management System	Fiber
	IP Traffic Surveillance System Management	Copper
	Parks and Recreation Surveillance	Fiber
State of CT	IMS Traffic Management System – Bridgeport Operations Center CT RT 8, CT I-95, CT I-84, CT I-91	Fiber
	Streetwise Traffic Management System Housatonic Community College Campus Wide Surveillance	Modern Copper Wireless



KEY TEAM MEMBER PROFILES



Claudio Vecchiarino

Senior Level Executive

New England Traffic Solutions

Glastonbury, CT

Claudio Vecchiarino is the Vice President of New England Traffic Solutions, a company focused on Traffic Control Distribution and Intelligent Traffic Management System integration.

Mr. Vecchiarino has over 20 years of experience in the Traffic Control industry which includes Technology & Transportation Application expertise, System Design & Integration, and Electrical Contracting Field proficiency. He is a visionary technical leader with a proven track record of designing and implementing cutting edge Intelligent transportation systems.

Mr. Vecchiarino has developed a network of top notch talent in the traffic, security, wireless and telecommunication industries thus allowing New England Traffic Solutions to deliver on highly complex infrastructure projects.

Education

E-1 Licensed Electrical Contractor – State of Connecticut

L-1 Low voltage License –State of Connecticut

Fiber Optics Certification

Associates Degree in Electrical Engineering Technology - Technical College, Hartford, CT

Computer Processing Institute, Hartford, CT

State of Connecticut's Apprenticeship program in Electronics

State of Connecticut's Apprenticeship program in Electrical

Professional Affiliations

Connecticut Chapter of Institute of Traffic Engineers

International Municipal Signal Associate

Intelligent Transportation Society of Connecticut

TECHNICAL PROFILE



Lorenzo Rossi

Systems Operations Logistics manager

Glastonbury CT

In his senior management role, Mr. Rossi oversees the Systems Support Group that is responsible for NETS operational support, supervising support internal installations, daily scheduling, Coordination of Product logistics and delivery.

Mr. Rossi brings more than 30 years of progressive experience in the delivery, development, integration, and management to his current assignment with NETS. He has extensive experience project procurement, installation coordination, and operational support. Mr. Rossi has worked with Numerous State and local Municipal agencies throughout the Connecticut Prior to joining NETS, Mr. Rossi in a number of supporting rolls to procure, coordinate and deliver both product and staff for Both Private and Public companies

Mr. Bonificio has been involved in development and quality control and operational support centers for both Fortune 500 company such as United Technologies, ADT Fire and Security. Mr. Rossi has also coordinated the testing, and Maintenance for 500+ clients for Life Safety, Security and Surveillance systems

Education

University of New Haven, West Haven, CT B.S., Business

Administration Graduation: June 1995

TECHNICAL PROFILE



Damir Scott

Intelligent Transportation System Signal Specialist

New England Traffic Solutions

Glastonbury, CT

Damir Scott is the lead technician on ITS Systems and is responsible for ATMS integration, maintenance and upgrades.

Mr. Scott brings over 15 years of experience in system integration, ITS controller programming and copper and fiber communication. He has extensive experience deploying Trafficware's Advanced Traffic Management System and Video Detection and Surveillance systems to numerous agencies throughout the state of Connecticut.

In addition, Mr. Scott is New England Traffic Solution's subject matter expert on Traffic Controllers, Video Detection Systems, and Emergency Preemption. Damir works directly with contractors and agencies to best utilize, integrate, and troubleshoot their traffic control infrastructure.

Education

B.S. University of Phoenix

Traffic Signal Level III, IMSA

Electronics, Baran Institute of Technology

Key ATMS Projects for Mr. Scott:

STAMFORD URBAN TRANSIT Controller Programming and ATMS Integration, Video Detection

HARTFORD INTERMODAL TRIANGLE Controller Programming, ATMS Integration Training CTDOT

Statewide Controller, Video Detection and Surveillance, Streetwise and ATMS Training

GLASTONBURY, NEW BRITAIN, WEST HARTFORD – ATMS.WEB Integration

NEW HAVEN RT 34 DOWNTOWN CROSSING ITS Cabinet and ATMS Integration

TECHNICAL PROFILE



William Palko

Director of Integration Technologies
Integration Specialist

New England Traffic Solutions
Glastonbury, CT

With over 30 years of experience in the field of Electronic Safety and Security, Mr. Palko's career has covered all aspects from design, installation, service, sales and management within the processes required to provide Electronic Safety and Security Solutions to a diverse commercial market.

After completing his certification in the Field of Electronic Technology and application engineering at CSE in New Haven Connecticut he was promoted to the roll of lead Field Service Engineer for FSI international, charged to Commission and certify both Private and Public Safety and Security projects.

Mr. Palko International Business Career has taken him to diverse and distant places such as BMEWS Thule Greenland, Naval Station Guantanamo Bay Cuba, and Paradise Island in the Bahamas. He also worked in support of the "US Army Corp of Engineers" on numerous security integration projects in the Middle East.

Mr. Palko comes to New England Traffic Solutions with technical and management experience leading teams on High Profile Accounts such as GE World headquarters, United Technologies World Headquarters and the Naval Submarine Base in Groton CT. He has business relationships with Regional Government entities such as the State of CT Department of Corrections and DHMS and Various Board of Education Operatives for several Cities.

Mr. Palko's career has allowed him to work closely with leading Engineers, Architects, Property Developers, and Electrical Contractors to support projects and services in the application of Safety and Security systems. These included Corporate and Public venues such as "Rentschler Field", "Arena & Ballpark at Harbor Yard", and UBS Bluestone Data Center.

Professional Memberships and Certification

IEEE Application Engineers

IMSA Certification

National Fire Protection Association (NFPA)

TECHNICAL PROFILE



Kevin Cramer

Field Engineer - Networking, Video and Communications

New England Traffic Solutions

Glastonbury, CT

Kevin Cramer is the lead technician and integrator on IT, IMS, Wireless, CCTV, and specialized Surveillance solutions for Pedestrian Detection projects.

Mr. Cramer has over 13 years of experience with NEMA controllers along with 9 years of experience with network integration of Video and CCTV Cameras, Traffic Management System Cabinets, and Public Safety CCTV Network installations. Kevin has extensive experience with Wireless, Ethernet and fiber communications, video management systems and software.

In addition to network integration and troubleshooting, Mr. Cramer is New England Traffic Solution's subject matter expert on Specialized wired and solar products Network and Cellular pathway, Networking topology, LPR detection and signaling, and Weigh Station detection and Notification

Education & Certification

Certified Integration Technician: Video Insight®, OnSSI, and Milestone

Traffic Signal Level II, IMSA

Electronics, Cheney Tech

Notable Projects for Mr. Cramer:

HOUSATONIC COMMUNITY COLLEGE Network Migration of Video Servers for LTS

BRIDGEPORT INCIDENT MANAGEMENT SYSTEM – TMSC Cabinet Build and Integration

STAMFORD ENGINEERING – Video Wall Traffic Operations and Milestone Video Integration

CITY OF BRIDGEPORT - Traffic Operation Center Video Management and Display

NEW HAMPSHIRE DOT – Wireless Solar Weigh Station Signage Integration

KEY TEAM MEMBERS NEW ENGLAND TRAFFIC SOLUTIONS,
160 OAK ST UNIT 430, GLASTONBURY, CT 06033

Wisenet eLearning Institute

Wisenet P Series

CERTIFICATE

____ OF COMPLETION _____

Is hereby granted to

William palko

To certify that they have completed to satisfaction Wisenet P Series this

March 2, 2021



Wisenet Technician Training, WTT104 Wisenet NVR Setup

CERTIFICATE

_____ OF COMPLETION _____

Is hereby granted to

William palko

To certify that they have attended & participated to satisfaction.

March 12, 2021

Event ID: OV-HANW-NJ-0520-4
BICS ITS CECs Awarded: 1



Hanwha Techwin

Wisenet eLearning Institute

This is to certify that

William palko

GAC DBA New England Traffic Solutions

Has successfully completed Wisenet Q series on

March 12, 2021.

**Norwalk Police Department
Administration**

Memo

To: Common Council, Health and Public Safety Committee

From: Deputy Chief Susan Zecca

(SAZ)

Date: May 25, 2021

Re: Common Council Authorizations

The Police Department promotional lists for the ranks of Detective, Sergeant and Lieutenant have expired. The City Purchasing Department solicited proposals for the development and administration of the Police Detective, Sergeant and Lieutenant promotional exams, project #4101. Three proposals were received and the selection committee evaluated and selected the low bidder, BadgeQuest Inc. to conduct the testing. The following authorizations are requested:

1a. Authorize the Mayor, Harry W. Rilling to execute an agreement with BadgeQuest, Inc. to conduct the Police promotional testing for the ranks of Detective, Sergeant and Lieutenant, for a sum not to exceed \$39,000, from account # 013049-5258.

1b. Authorize the Police Chief, Thomas E. Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement the Police written promotional testing and assessment centers for the ranks of Detective, Sergeant and Lieutenant.

1	Detective Examination	Badge Quest	Industrial/Organization Solutions*	Morris & McDaniel, Inc
a.	Written Examination Process	\$5000.00	\$8135.00	\$10,000.00
b.	Assessment Center Evaluation Process	\$7500.00	\$17,965.00	\$23,000.00
	Total Sum	\$12,500.00	\$26,100.00	\$33,000.00

2	Sergeant Examination	Badge Quest	Industrial/Organization Solutions*	Morris & McDaniel, Inc
a.	Written Examination Process	\$5000.00	\$8415.00	\$10,000.00
b.	Assessment Center Evaluation Process	\$7500.00	\$20,280.00	\$25,000.00
	Total Sum	\$12,500.00	\$28,695.00	\$35,000.00

3	Lieutenant Examination	Badge Quest	Industrial/Organization Solutions*	Morris & McDaniel, Inc
a.	Written Examination Process	\$5000.00	\$7535.00	\$10,000.00
b.	Assessment Center Evaluation Process	\$7500.00	\$14,035.00	\$20,000.00
	Total Sum	\$12,500.00	\$21570.00	\$30,000.00

4	TOTAL COST	Badge Quest	Industrial/Organization Solutions*	Morris & McDaniel, Inc
	Above Items 1-3	\$37,500.00	\$76,365.00	\$98,000.00

4	Exam Preparation	Badge Quest	Industrial/Organization Solutions	Morris & McDaniel, Inc
	Completion time in preparing examinations- Calendar days after contract signing	90	80-110	90

*Review proposal-indicates additional fees



Memorandum

May 25, 2021

To: Planning Committee, Common Council
From: Steve Kleppin, Planning & Zoning Director
Re: Utile – Waterfront Study

As part of the Planning & Zoning Department's 2019/2020 Operating Budget, \$100,000 was approved to conduct a long overdue study of the City's industrial zones. Subsequently I received approval from the Planning Committee to utilize the consulting firm Utile, Inc. to conduct the study. As part of the study we intended to look at the industrial waterfront as well, but as we began reviewing the issues related to the waterfront in more depth, we realized the complexities related to the waterfront could not be fully understood within the approved budget.

Utile was going to recommend a separate study as part of the industrial zones report, but as we were discussing it, the idea of adding additional funds to the project in order to complete that additional task made more sense. The City could issue a new RFP for this work but it is more economical and will take less staff time and resources to simply expand the budget to add these additional tasks. In addition, the Utile team has been an excellent firm to work with; they are highly responsive and bring an enthusiasm and fresh approach to the issues facing the industrial zones.

The additional scope will take a more focused look at Norwalk Harbor in order to make land use decisions that maximize its economic potential, provide access and enjoyment to the waterfront for our residents, while ensuring that water quality is enhanced and not negatively impacted by development in proximity to the harbor.

The supplemental work-plan will cost an additional \$60,000. At their May 3rd meeting the BET approved our request to internally transfer \$60,000 from our Full Time Salaries account to our Architecture/Landscaping account, which contains the funds for the industrial zones study. We ultimately will seek to carry these funds into FY 2021/2022 to complete this phase of the study.

For your convenience I have attached the Scope of Work and fee schedule for the waterfront study.

I request that the following resolution be forwarded to the full Council for consideration:

Authorize the Mayor, Harry W. Rilling, to execute an amendment to the Agreement by and between the City of Norwalk and Utile, Inc. in an amount not to exceed \$60,000 for the additional scope of services to conduct the Norwalk Urban Waterfront Land Use Plan.

Feel free to reach out to me with any questions.

END

**Norwalk Urban Waterfront Land Use Plan
Scope of Services
For the Planning and Zoning Department
City of Norwalk, Connecticut**

May 10, 2021 (revised)

Summary

As an extension of the Norwalk Industrial Zones Study, Utile will undertake an urban waterfront land use plan in collaboration with the Planning and Zoning Department. While the study will focus on existing and future land use along the waterfront, it will synthesize relevant existing information about the water sheet, including navigation channels, water quality, flood hazards, and other environmental issues.

The scope of services includes a review of past relevant City and State of Connecticut plans and regulations, an existing conditions analysis, scenario development, and recommended actions itemized in an implementation plan. The final plan will include prioritized land use policy and economic development recommendations tied to a timeline. In addition, the plan will recommend capital projects and tie those improvements to relevant city, state, and federal technical grant programs and capital project funding sources.

Utile plans to work with City of Norwalk staff and a Waterfront Planning Steering Committee throughout the planning process. The steering committee will be composed of members who have a specific understanding of waterfront business and redevelopment issues. In addition, the study will be done in coordination with the Norwalk Harbor Management Commission, since the final recommendations are intended to inform future updates to the Harbor Management Plan as well as land-side land use regulations.

Task 1: Review and Synthesize Relevant Regulations and Plans

Relevant city and state regulations, guidelines, and plans will provide the initial framework for the waterfront plan. In addition, Utile will evaluate the actions taken since past plans in order to assess work left to be done and new issues to tackle, given changes in market conditions, City priorities, and a new appreciation of the potential impact of climate change.

- *Task 1.1 Document Review*

Review and summarize the relevant policies and recommendations in the following:

State of Connecticut

- [Connecticut Coastal Management Act](#)
- [Connecticut Coastal Management Manual](#)
- [Connecticut Coastal Resilience Interactive Tool](#)
- [Connecticut Climate Change Preparedness Plan](#)

City of Norwalk

- [Norwalk Waterfront Guidelines \(1988\)](#)
- [Norwalk Mid-harbor Planning Study \(2005\)](#)

- [Norwalk Harbor Management Plan \(1990/2009\)](#)
- [Norwalk Citywide Plan: 2019-2029](#)
- [Wall-West Neighborhood Plan](#) and other relevant neighborhood plans
- *Task 1.2 Existing Plans and Policies Memo*
Summarize and synthesize the key policy goals, priorities, and recommendations in the documents above into a memo that can serve as a detailed outline of the issues that should be tackled in this plan.
- *Task 1.3 Review with Steering Committee*
A meeting will be held with the Steering Committee to review the Existing Documents Memo and set priorities for the plan moving forward. The memo will be sent to the committee a week before the meeting.

Task 2: Existing Conditions Analysis

Simultaneously with the review and synthesis of existing regulatory and planning documents, Utile will analyze the existing landside and waterside conditions along the waterfront. Methods include spatial mapping, using GIS data and other data sources; landside and waterside field observation; and stakeholder interviews.

- *Task 2.1 Map Analysis*
Utile will generate the following layered maps using a variety of data sources:
 1. Land use, zoning, and ownership
 2. Public access easements
 3. Public and private parking for waterfront access
 4. Watersheet (navigation channels and depths)
 5. Marina mapping (observation and data-informed)
 6. Recent and/or planned city, state, and federal projects (including USACE and FEMA) (TBD)
 7. Water edge infrastructure assessment (observation and data-informed)
 8. Flood vulnerability/coastal resiliency/FEMA regulations
- *Task 2.2 Non-spatial Analysis*
In addition to map analysis, Utile conduct non-spatial analysis:
 1. Jobs and job profiles
 2. Identify key water-dependent businesses and industries
 3. Economic analysis of dock and boat storage fees and other marina business data points
 4. Environmental and ecological assessment
 - a. Environmental issues
 - b. Landside and waterside habitat
 - c. FEMA regulations and CRS guidelines
- *Task 2.3 Field Observation*

The Utile team will conduct an extensive field observation of the water's edge. Observations will be recorded by photographs and field notes. The field observations will be made from two vantage points:

- a. Land side field trip by bicycle
- b. Waterside field trip by boat

- *Task 2.4 Stakeholder Interviews*

Timed with the field trips in Task 2.3 above, Utile will schedule a series of 30-minute interviews with marina and business owners, non-profit organizations, and other stakeholders recommended by City staff. With guidance from the City, Utile will conduct meetings as either one-on-one interviews or focus groups.

- *Task 2.5 Consolidation of Existing Conditions Analysis and Steering Committee Meeting*

The information gathered in Tasks 2.1-2.3 will be consolidated into a slide deck and an accompanying memo. The information will be presented at the 2nd Steering Committee meeting.

Task 3: Scenarios

Based on the existing conditions analysis and engagement with the Steering Committee, Utile will generate three scenarios for the waterfront. They will help frame discussions with the Steering Committee and other stakeholders about policy and economic development approaches.

- *Task 3.1 Waterfront Planning Scenarios*

Generate three waterfront planning scenarios that express different priorities; potential scenarios include the following:

1. Protect existing jobs and businesses (surgical development where appropriate)
2. Activate the waterfront as an amenity and tourist destination that promotes the maritime history and character of the harbor (Restaurants, more extensive public access, historic placemaking opportunities)
3. Waterfront development as a tax engine

Each of the scenarios will be depicted as diagrammatic site plans and will include the following considerations:

1. Public access plan
2. Existing and proposed water-dependent uses
3. Rezoning recommendation
4. Flood resiliency component

- *Task 3.2 Steering Committee Workshop*

The three waterfront planning scenarios will be shared and discussed with the Steering Committee. It is hoped that the feedback will allow Utile to consolidate the suggestions into a single consolidated plan diagram.

- *Task 3.3 Public Meeting*

A condensed version of the information shared at the Steering Committee in Task 3.2 will be presented at a public meeting. The meeting will be combined with a public survey that will include questions about the attributes of the alternative scenarios.

- *Task 3.3 Consolidated Waterfront Plan*

Based on the feedback of the Steering Committee and feedback generated during and after the public meeting, Utile will generate a single consolidated graphic plan that depicts the preferred mix of uses, public waterfront access, and other salient features. This graphic plan will be used as the basis for the Implementation Plan in Task 4.

Task 4: Implementation Plan

Based on the consolidated plan, ongoing feedback from the Steering Committee, and Public Feedback, Utile will generate a draft implementation plan.

- *Task 4.1 Implementation Plan Spreadsheet*

Utile will create a draft implementation plan in a spreadsheet format and organized into categories of actions, including future more detailed planning initiatives, policy recommendations, capital project recommendations, and economic development recommendations. Action items will be organized by order of priority and in general timeframes. In addition, potential City, State, and Federal technical resources and funding sources will be identified.

- *Task 4.2 Steering Committee Meeting*

Utile will present a draft of the Implementation Plan Spreadsheet to the Steering Committee for feedback. A draft of the spreadsheet will be sent to the Committee a week before the meeting.

Task 5: Final Report and Slide Deck

- *Task 5.1 Final Report*

Utile will consolidate the document analysis, existing conditions analysis, consolidate plan graphic(s), and implementation plan into final report.

- *Task 5.2 Final Presentation Deck*

Utile will consolidate the same information into a "greatest hits" slide deck that can be used by City staff and other stakeholders.

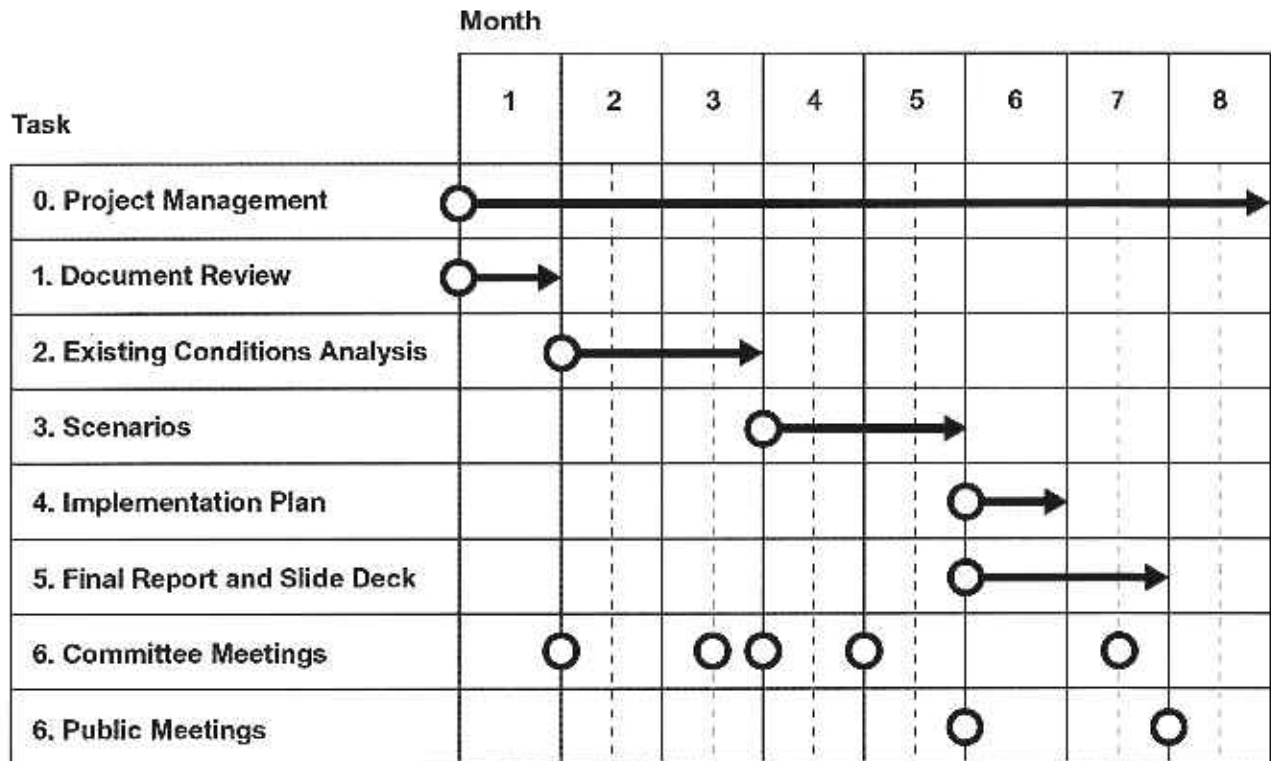
- *Task 5.3 Final Public Meeting*

Utile will co-organize and present at a final public meeting in conjunction with the release of a "final draft" of the report.

Task 6: Meetings

- *Task 6.1 City of Norwalk staff meetings*
Utile will meet with the City of Norwalk staff six times during the process
- *Task 6.2 Steering Committee Meetings (redundant with Tasks 1.3, 2.5, 3.2, and 4.2)*
Utile will meet with the Steering Committee four times
- *Task 6.3 Public Meetings (redundant with Tasks 3.3 and 5.3)*
Utile will co-organize and present at two public meetings

Schedule



CLIENT **City of Norwalk**
SUBJECT **Waterfront Plan**

SHEET NO.	1 of 1
PROJECT NO.	TBD
DATE	4/12/2021
BY	MT
CHECKED BY	II

As an extension of the Industrial District Planning study, Utile will undertake a waterfront plan that includes a review of past relevant City and State of Connecticut plans and regulations, an existing conditions analysis, alternative scenarios, and recommended actions, itemized as an implementation plan. The plan will include prioritized land use policy and economic development recommendations tied to a timeline. In addition, the plan will recommend capital projects and tie those improvements to relevant city, state, and federal technical grant programs and capital project funding sources. Utile plans to work with City of Norwalk staff and a Waterfront Planning Steering Committee throughout the planning process. The steering committee should be composed of members who have a specific understanding of waterfront business and redevelopment issues.

Utile			Ninigret
Principal-In-Charge	Project Manager/ Urban Designer	Planner	Economic Dev
Tim Love	M. Tsang	Z. Mueller	K. Hively
\$225	\$130	\$115	\$200

Task Order	Description	Hours		
0	Project Management and Coordination			
	Project management, coordination with City staff and consultants.	0	8	0

1	Review and Synthesize Relevant Regulations and Plans			
1.1	Document Review	1	4	4
1.2	Existing Plans and Policies Memo	1	1	4
1.3	Review with Steering Committee	1	1	1
	<i>Task 1 Deliverables: Existing Plans and Policies Memo</i>			

2	Existing Conditions Analysis			
2.1	Map Analysis	1	16	24
2.2	Non-Spatial Analysis	1	8	16
2.3	Field Observation	8	8	8
2.4	Stakeholder Interviews	8	8	16
2.5	Consolidation of Existing Conditions Analysis and Steering Committee Meeting	2	16	24
	<i>Task 2 Deliverables: PDF presentation</i>			

3	Scenarios			
3.2	Waterfront Planning Scenarios	1	32	16
3.1	Steering Committee Workshop	1	1	1
3.2	Public Meeting	2	2	2
3.3	Consolidated Waterfront Plan	2	24	16
	<i>Task 3 Deliverables: PDF presentation</i>			

4	Implementation Plan			
4.1	Implementation Plan Spreadsheet	2	4	8
4.2	Steering Committee Meeting	1	1	1
	<i>Task 4 Deliverables: Implementation spreadsheet</i>			

5	Final Report and Slide Deck			
5.1	Final Report and Slide Deck	1	16	24
5.2	Annotated Slide Deck	1	16	24
5.3	Final Public Meeting	2	2	2
	<i>Task 5 Deliverables: Final report and annotated presentation</i>			

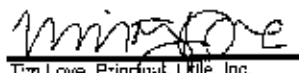
6	Meetings				
6.1	City of Norwalk Staff Meetings	6	6	6	3
6.2	Steering Committee Meetings (redundant with tasks above)	4	4	4	4
6.3	Public Meetings (redundant with tasks above)	2	2	2	2

	Total Person-Hours	37	174	197	25
		\$8,325	\$22,620	\$22,655	\$5,000

Direct Expenses Estimate					Cost
Expenses at 2%					\$1,172
Total					\$1,172

1. Additional in-person meetings will be billed at the hourly rates shown above.
2. Expenses are covered under the base contract
3. Because project trajectory may change, consultants reserve the right to reallocate hours between tasks, in consultation with the client.

Total Hours	408
Total Fee	\$58,600
Estimated Expenses	\$1,172
Fee + Expenses	\$59,772


 Tim Love, Principal, Utile, Inc.

 Steve Kleppin, Director,
 Planning & Development Dept.
 City of Norwalk

NORWALK REDEVELOPMENT

3 Belden Avenue, Norwalk, CT 06850 • 203-854-7810 • norwalkredevelopment.org

TO: Members of the Norwalk Common Council
FROM: Staff of the Norwalk Redevelopment Agency
RE: 2021 Neighborhood Assistance Act (NAA) Program
DATE: June 1, 2021

The Connecticut Neighborhood Assistance Act Program (NAA) provides a corporation business tax credit to businesses who make cash contributions to qualifying community programs conducted by tax exempt or municipal agencies. A tax credit equal to 60% of a business' approved contribution to specific programs, or 100% in the case of certain energy conservation programs, is available.

On behalf of the City of Norwalk, the Norwalk Redevelopment Agency announced the 2021 open application period and collected applications. Norwalk Redevelopment Agency received 13 applications from 12 organizations for Connecticut's 2021 NAA program.

Under statute, the non-profits, tax-exempt organizations with 501(c)3 status must be referred by the local legislative body following a public hearing. The public hearing took place at the Planning Committee meeting on June 3, 2021. Following the public hearing, the Planning Committee was asked to advance to the Common Council any or all of the applications received. The Planning Committee recommended all 13 applications be advanced. Accompanying this memo is a list of the applications submitted and an electronic binder showcasing the full NAA applications. The full applications are also posted here: <https://www.norwalkct.org/1709/Neighborhood-Assistance-Act-Tax-Credit-P>

Please note:

- This is not a Norwalk grants program, nor are any funds controlled by the City of Norwalk.
- The City's role is one of acknowledging the existence of the non-profits, their proposed services to the community, and their stated needs to the state and corporate seekers of tax credit opportunities.
- Application review and award of tax credits is carried out by Connecticut Department of Revenue Services.

REQUESTED ACTION:

- Approve the 2021 applications for referral to the Connecticut Department of Revenue Services for inclusion in the 2021 Connecticut Neighborhood Assistance Act Program.

NORWALK REDEVELOPMENT

3 Bolden Avenue, Norwalk, CT 06850 • 203-854-7810 • norwalkredevelopment.org

CT Department of Revenue Services Neighborhood Assistant Act (NAA) 2021

Organization	Program Title	Amount Requested	Credit % Requested
Domestic Violence Crisis Center	Housing & Financial Advocacy	\$20,000.00	60%
ElderHouse	Meals for Seniors	\$22,500.00	60%
Friends of Norwalk River Valley Trail, Inc.	NRVT Norwalk Trail South from Grist Mill Rd	\$150,000.00	50%
Human Services Council, Inc.	Energy Efficient Improvement Interior Lighting for 1 Park St	\$56,762.00	100%
Jr. Achievement of Greater Ffld County	Jr. Achievement's Virtual Financial Literacy & Work Readiness Programs	\$28,000.00	60%
Person-to-Person	Norwalk Food Program Capital and Capital Investment	\$71,600.00	50%
Riverbrook Regional YMCA	Race 4 Chase Youth Triathlon Program	\$24,930.00	60%
STAR, Inc., Lighting the Way	Upgrade Boiler System & Install Smart Home Assistive Technology for People with Disabilities	\$24,500.00	100%
Stepping Stones	Norwalk Opportunity Zone Fund	\$15,000.00	50%
The Maritime Aquarium	Replacement of Air Handling Units (Phase II)	\$150,000.00	100%
The Open Door Shelter #1	Employment First	\$70,000.00	60%
The Open Door Shelter #2	Energy Efficient Doors	\$40,000.00	100%
Under One Roof, Inc.	The Marvin Children's Center	\$50,000.00	60%



Phone 860.807.4300
Fax 860.372.4570
www.vhb.com
Engineers | Scientists | Planners | Designers

100 Great Meadow Road
Suite 200
Wethersfield, CT 06109-2377

Client Authorization

☒ New Contract:

Date: April 29, 2021

☐ Amendment No.:

Project No.: 82463.21

Project Name: Gregory Blvd Mini-Roundabouts Design – Phases 1/2

		Cost Estimate – Phase 1/2	
		Amendment	Contract Total
To:	Michael M. Yeosock, PE, DWre, GISP, EnvSP, STP, CVP Assistant Director of Transportation Norwalk, CT Department of Transportation, Mobility and Parking 125 East Avenue Norwalk, CT 06851	Labor:	\$10,200
		Expenses:	\$400
		TOTAL:	\$10,600
E-mail:	myeosock@norwalkct.org	☐ Lump Sum	☐ Time & Expenses
		☒ Lump Sum + Expenses	
		☐ Cost + Fixed Fee	☐ Labor Multiplier
Phone No:	203-854-7844	Estimated Date of Completion:	TBD

Scope of Services:

Please refer to Attachment 'A'

Prepared By: Joseph Balskus

Department Approval: 

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT 'A'

SCOPE OF SERVICES

The scope of services outlined in this contract consists of engineering design and preparation of Construction Plans, Specifications, and Estimate (PS&E) for the Gregory Boulevard/Calf Pasture Beach Road Mini-Roundabouts Design at the intersections of Gregory Boulevard at Fifth Street/Marvin Street and Calf Pasture Beach Road at Marvin Street adjacent to Ludlow Park. The design approach is to provide a cost-effective design process for the construction budget available while achieving the objective of the City for the roundabout operation and providing a new vision for the intersections at Ludlow Park.

The final engineering design of these improvements will be generally in accordance with the attached conceptual improvement plan, Attachment B, which is in general conformance with the City's desire for improving operations at the two existing intersections.

In general, the scope of work entails the existing reconfiguration of the two existing stop-controlled intersections into mini-roundabouts with very limited physical curbing and pavement changes utilizing changes to existing islands, new pavement markings, signing and very limited pavement reconstruction. Minor pavement reconstruction may be needed with new and revised curbing installation.

This scope of work also includes the following:

- Very limited intersection regrading at either intersection
- Mill and overlay within the limits of work (exact limits to be determined during design)
- Resetting and relocation of existing curbing and limited installation of new curbing for roundabout perimeter
- New signing and pavement markings within the limits of work in accordance with MUTCD requirements
- Limited drainage improvements to reuse existing catch basins within the limits of work

This scope of work is based on the following assumptions:

- The City will provide available GIS data needed to supplement the above scope of work
- The City will provide any required relocations/removals of facilities impacted by the construction of the project including removal of the signal equipment and electric service
- Existing lighting will be maintained in the intersection
- Utility relocations other than the drainage improvements noted above will not be required
- VHB assumes that the existing drainage pipes are adequately sized. Therefore, drainage analysis is not required, as there is a reduction in impervious area under this project.
- City to verify Rights Of Way along intersection perimeter
- City details and specifications will be provided and utilized for pavement structure, curbing and drainage
- Overhead and underground utilities will not be impacted by the proposed design
- Cross sections will not be provided with a full intersection grading plan showing spot elevation for critical locations and pedestrian ramps



April 29, 2021
Page 3

VHB will provide the following engineering services under this scope of work.

Phase 1 (Tasks 1-2)

1.0 FIELD SURVEY/EXISTING CONDITIONS

VHB will subcontract the land surveying services to Ahneman Kirby, LLC, (AK) a City of Norwalk on-call land surveyor, in order to generate a Right of Way and Topographic Survey of the project area. Professional land surveying will be performed in accordance with "A-2", "T-2", and "D" standards as adopted by the Connecticut Association of Land Surveyors in 2018.

- 1.1 Project Control and Datum:** VHB will establish new project control points within the project area for use during the Right of Way Survey and Topographic Survey. New control points will be horizontally and vertically referenced to the Connecticut NAD83 and NAVD88 coordinate datums.
- 1.2 Right of Way Survey:** AK will conduct research, ground field survey, office calculations, and map preparation in order to retrace, measure and plot the existing right of way locations within the project area (depicted on attached exhibit). During this task, at the Municipal Clerk's office and the Engineering offices, AK will obtain highway maps, record street maps and deeds that provide evidence of the right of way location. After which, evidence of the highway lines (monuments, pipes, fences, walls, etc.) will be field measured, analyzed, and compiled with record data and depicted on the Right of Way Survey. Measurements will be performed in accordance with an "A-2" standard as adopted by the Connecticut Association of Land Surveyors in 2018.
Remaining right of way lines, abutting property lines and street lines will be plotted and depicted based on analysis of record research and compilation of data supplemented by limited field measurements. In these areas, right of way and property line information will conform to a class "D" accuracy standard as adopted by the Connecticut Association of Land Surveyors in 2018 and will be horizontally referenced to the Topographic Survey.
- 1.3 Topographic Survey:** AK will measure, locate and plot the permanent features within the project area. For this task, measurements will conform to a class "T-2" horizontal and vertical standard. The features to be located will include but not limited to; entrances to building elevations, curb lines, pavement, fence lines, utility poles, traffic signal equipment and above ground utility structures. Furthermore, the topographic survey will extend onto adjacent properties approximately 5 feet or to the face of adjacent buildings.

Utility lines not observed during the field survey will be depicted on the survey plans from available record plans from the appropriate utility agency. Inadequate record data requiring the surveyor to employ techniques of sub-surface investigations to locate utilities shall be additional costs, subject to approval by the owner. Utility information to be depicted on the topographic survey will include the following:

- Approximate location and size of water and gas mains, and other utilities including, but not limited to, buried tanks, vaults, etc. based on available maps and above ground evidence.
- Location of fire hydrants and fire department connections to buildings within the project area.
- Approximate location of power, telephone, cable utilities, traffic signal systems, street lighting, parking lighting, above and below the ground when maps are available.



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- Location of sanitary sewers based on available maps and above ground evidence. Due to Covid19 conditions, sanitary inverts and pipe sizes will be measured under separate agreement and are not included in this proposal.
- Location of storm drainage manholes, rim elevations, catch basins, and inverts of each connecting pipe.

Elevations will be based on the NAVD 88 vertical datum (Geoid12A) and a minimum of two benchmarks will be set near or within the project limits. Contours will be generated at an interval of 1' throughout the project area.

2.0 CONCEPT DESIGN FEASIBILITY

2.1 Utilizing the Existing Conditions Plan developed in Task 1 above, VHB will update the concept plan to verify the feasibility of the roundabout layout and operations with the following tasks:

- Review large vehicle maneuvers through the intersections including:
 - Single Unit Box Trucks
 - Semi-trailer trucks
 - Trucks with trailers for large boats
 - Buses
 - Fire apparatus
- Revise the concept layouts to demonstrate what is required to accommodate the large vehicles with a maximum of two revisions to the concept plans

2.2 Prepare a limited traffic study to verify intersection capacity with 1-hour traffic counts during the peak summertime hours, weekday and weekend midday and afternoon. Verify capacity with industry standard capacity analysis methods to verify LOS and queuing for all approaches. Summarize the efforts in a technical memorandum.

2.3 Included in the traffic memorandum will be recommendations for the large vehicle accommodation concept updates and pedestrian crossings such as use of Rectangular Rapid Flashing Beacons (RRFB) or other means to address potential crossing concerns. It should be noted that single lane roundabouts across the USA rarely include RRFB for these crossings.

2.4 Submit the memorandum and updated concepts for review by the City

2.5 Hold a meeting with the City to review the recommendations and comments



Phase 2 (Not in Contract)

VHB will commence Phase 2 based on written approval from the client. It is understood that Phase 2 is contingent on the success of Phase 1 and Phase 2 may not be authorized.

3.0 PRELIMINARY DESIGN (50%) ENGINEERING DESIGN

Upon acceptance of the concept design feasibility efforts, VHB will initiate the preliminary design.

- 3.1** Utilizing the Concept Plan shown in Attachment B and the Existing Conditions Plan developed in Task 1 above, VHB will develop preliminary (50%) design plans for the proposed improvements. The following plan sheets will be developed at the 50% design stage:
- Title Sheet
 - General Notes and Typical Sections
 - Existing Conditions Plan (survey plan 2 sheets)
 - Construction Plan (2 Sheets)
 - Pavement marking and signing plan (2 Sheets)
- 3.2** Prepare an opinion of probable construction cost. The construction cost estimate will be based on unit pricing information available from CTDOT and other recently bid projects.
- 3.3** Submit 50% design documents (report, plans, special provisions, estimate) to the City of Norwalk for review.
- 3.4** Transmit 50% Design plans to the utility companies having facilities located within the project limits. If necessary, arrange for and conduct a design utility meeting to be held with the utility companies to discuss potential conflicts (none are expected based upon the limited construction anticipated).
- 3.5** Meet with the City of Norwalk to review and resolve 50% Design comments.

4.0 90% DESIGN SUBMISSION

Incorporate comments from the 50% Design review and prepare 90% Design Plans. Additional plans in this submission include a detailed intersection grading plan with the mill and overlay for both intersections as well as detailing the pedestrian ramps for ADA compliance. Drainage changes such as catch basin resetting and conversions as well as landscape design will be developed. The following plans are expected to be include:

- 4.1** Incorporate comments from the 50% Design review and prepare 90% Design Plans including:
- Title Sheet
 - General Notes and Typical Sections
 - Existing Conditions Plan (survey plan)
 - Construction Plan/Drainage/Landscape (2)
 - Intersection grading plan (2)
 - Pavement marking and signing plan (2)



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- Miscellaneous details (curbing/islands/drainage) (6)

4.2 Revise quantity estimate and update earlier opinion of probable cost.

4.3 Update special provisions and notices to contractor.

4.4 Submit the 90% plans, special provisions and opinion of probable cost to the City for review.

4.5 Meet with the City to review and resolve 90% Design comments.

5.0 FINAL PLANS, SPECIFICATIONS AND ESTIMATE (100%)

5.1 Prepare written responses to 90% Design review comments.

5.2 5.2 Incorporate comments from the 90% Design review and finalize the 90% design plans.

5.3 5.3 Revise quantity estimate and update earlier opinion of probable cost.

5.4 5.4 Revise, update, and supplement special provisions. VHB shall combine the City's front-end specifications with the special provisions developed. The front-end specifications include invitation to bid, standard instructions to bidders, bid forms, contract and prevailing wage rates. The City is responsible for providing all front-end documents.

5.5 5.5 Submit final construction documents to the City including complete set of final plans, specifications and contract documents, and final opinion of probable cost in PDF format.

CITY FURNISHED INFORMATION

It is understood that VHB will perform services under the sole direction of the client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, and other consultants, as required. The City will provide VHB the survey for this project. VHB will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services.

- Permissions to access the site.
- Copies of available maps, deeds, and surveys of the project area.

SERVICES NOT INCLUDED

This scope of services is inclusive only to those tasks herein specified. Specific tasks and services not included in this scope of services at this time are (but not limited to):

- ROW Services - Title search, appraisals, conveyance documents, and attorneys (by City)



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- Design Support During Construction
- Construction Administration and Inspection
- Environmental Services - Hazardous Materials (Tasks 110, 210 and 310)
- Wetlands delineation or location
- Drainage analysis/studies
- Archeological investigation, identification, observation, or reports
- Utility relocation/installation design
- Pavement design
- Public meeting/hearings
- Wetlands delineation.
- Subsurface exploration surveys.
- Placement of missing property corner monuments.
- A-2 Property Surveys of abutting properties.

Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the City's request, that contains the Scope of Services, Compensation, and Schedule to complete the additional services.



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FEE SUMMARY

VHB will perform the Scope of Services outlined above on a lump sum plus expenses basis. The lump sum fee for Labor for Tasks 1 – 5 and expenses have been allocated as follows:

Phase 1	Fees
1.0 Existing Conditions/Survey	\$5,000
2.0 Concept Design Feasibility	\$5,200
Reimbursable Expense	\$400
Phase 1 LUMP SUM FEE	\$10,600
 Phase 2 (Not in Contract) *	
3.0 50% Design	\$8,400
4.0 90% Design	\$12,000
5.0 Final Plans, Specifications and Estimate (100%)	\$5,000
Reimbursable Expense	\$400
Phase 2 LUMP SUM FEE:	\$25,800

**Upon the completion of Phase 1, VHB will prepare a contract amendment for the inclusion of Phase 2 for client review and approval.*

ATTACHMENT 'B'



PART II STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for

the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**

CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

To: Members of the Planning Committee
Members of the Common Council
From: Jessica Vonashek – Chief – Economic and Community Development
James Travers – Director – Transportation, Mobility and Parking
Date: 5/25/2021
Re: NRVT – Wilwalk Construction Funding

There has been a long term need and desire for a multi-purpose trail in Norwalk that has become more self-evident during the recent pandemic. A multi-purpose waterfront trail that would surround Norwalk Harbor was first identified in a 1979 planning study commissioned by the City. To implement this vision, the Planning & Zoning Department began to require all new waterfront developments construct publicly accessible trail on their property. The first section of trail opened in 1981.

This vision for a waterfront trail around the Harbor would eventually grow into one of a trail that would run from Norwalk to Wilton. By 2001, the section of trail through Oyster Shell Park was completed and was followed by the construction of a section of trail from Mathews Park to Union Park in 2007.

By 2010, this vision evolved into one of a regional nature as the 5 towns of Norwalk, Wilton, Ridgefield, Redding, and Danbury together secured a federal National Recreational Trails Program grant from the Federal Highway Administration to fund a routing study to examine constructing a 28 mile mainly off-road trail from Calf Pasture Beach in Norwalk to Rogers Park in Danbury.

In 2011, NRVT, Inc., a 501(c)3 nonprofit organization was formed with a Board of Directors comprised of representatives from each of the towns. The routing study was completed in 2012 and a move to find construction funding began.

In 2016, the Town of Wilton was able to secure a 20% matching grant from the Department of Energy and Environmental Protection for \$1,100,500.00. The grant was intended to be used to fund the design of trail from Broad Street in Norwalk to Wolfpit Road in Wilton and the construction of trail from Grist Mill Road in Norwalk to Wolfpit Road in Wilton. The City of Norwalk agreed to partner with the Town of Wilton on this grant opportunity since some of the trail would be in Norwalk. Since neither the City nor Wilton had the matching funds

needed to accept the grant, the entities entered into an agreement with the NRVT, Inc. in which NRVT, Inc. pledged the matching funds needed.

Earlier this year, the construction documents for this section of trail were finalized and the project advertised for construction. Only one bid was received which was higher than originally budgeted. As a result, NRVT, Inc. met with the Town of Wilton and they agreed to accept the bid but also reduced the project scope in order to meet the project's budget with the hopes that some additional monies could be raised to complete the rest. For this reason, NRVT, Inc. is asking that \$50,000 in approved 2021 capital funds identified for construction of the Norwalk River Valley Trail be allocated to the WilWalk section of the Norwalk River Valley Trail to help offset the increased cost of construction.

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, PUBLIC WELFARE AND SAFETY

1. Approve the assignment of the Agreement by and between CWH Research Inc. dated October 23, 2015 to Industrial /Organizational Solutions Inc., pursuant to a Purchase Agreement.
2. Authorize the Mayor, Harry W. Rilling, to execute Consent to Assignment document evidencing the City's Consent to the Assignment and Assumption of the Written Agreement.

B. PLANNING COMMITTEE

1. Approve OPM Responsible Growth and Transit-Oriented Development (TOD) Grant Program Certified Resolution.

C. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute the Second Amendment to September 2, 2011 agreement for On-call Traffic Engineering Services with RBA Group of Connecticut, LLC to prepare a traffic signal timing and optimization study for intersections at (1) Fairfield Avenue, Flax Hill Road, Washington Street and Dr. Martin Luther King Jr. Drive and (2) Connecticut Avenue and West Avenue for an amount not to exceed \$9,000. (scope of services date December 3, 2015 attached).

Account No. 09 03 4120 5777 C0232

2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with the Town of Wilton pledging Norwalk's support for its share of the 20% matching contribution due under the grant from the Department of Energy and Environmental Protection to Wilton for the construction of a portion of the Norwalk River Valley Trail that transverse the Town of Wilton and City of Norwalk. (copies of the grant documents between Wilton and DEEP and the agreement included in packet)
3. Authorize the Mayor, Harry W. Rilling, to execute an agreement with the Town of Wilton and the Friends of the Norwalk River Valley Trail, Inc. (NRVT) whereby NRVT pledges to provide the 20% matching contribution under the grant from the Department of Energy and Environmental Protection to Wilton for the construction of a portion of the Norwalk River Valley Trail to be made on behalf of both Wilton and Norwalk. (copy of the agreement included in packet)
4. Authorize the Purchasing Agent to issue a purchase order to Crowley Ford, LLC, for the purchase of one 2016 Ford Explorer for a sum not to exceed \$26,053.60 (State contract #10PSX0239)

Account No. 09 16 4031 5777 C0313

☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-86 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL
☐ AMENDMENT

(2) IDENTIFICATION No.
P.R.
P.O.

CONTRACTOR (3) CONTRACTOR NAME
Town of Wilton

CONTRACTOR ADDRESS
238 Danbury Road, Wilton, CT 06897

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO

CONTRACTOR PHONE
08-6002133

STATE AGENCY (5) AGENCY NAME AND ADDRESS
DEEP - Bureau of Outdoor Recreation, State Parks Division, 76 Elm Street, Hartford, CT 06106-5127

(6) Dept. No.
DEP44321

CONTRACT PERIOD (7) DATE (FROM) Execution (8) DURATION (TO) 3 years from Execution (9) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☒ NEITHER

(10) CONTRACTOR AGREES TO (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
Appendix A consists of 5 pages numbered A-1 through A-5 inclusive.

Page 1 of 8
Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.
Appendices B-F attached hereto and made a part hereof.

(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Grant funds shall be released on a reimbursement basis not to exceed \$1,100,500.00, and shall be provided at a rate not to exceed eighty percent (80%) of the valid and documented project expenses (see Appendix B for schedule of payments and Appendix C for a sample financial report).

Total Payments Not to Exceed the Maximum Amount of \$1,100,500.00.

(12) DELETED AMOUNT
\$1,100,500.00

(13) Amount	(14) Dept	(15) Fund	(16) SIO	(17) Program	(18) Project	(19) Activity	(20) Bud. Yr	(21) Agency CF 1	(22) Agency CF 2	(23) Account
\$1,100,500.00	DEP44321	12060	20290	64002	DEPA01002024305	t55203	2016			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS (23) STATUTORY AUTHORITY C14 Sec. 22a-61a(2) as amended C24 Sec. 22a-51 and 22a-21a USC Title 33 Section 191 & 201

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) DATE

(25) AGENCY (AUTHORIZED OFFICIAL) TITLE DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM) DATE

4. **Records.** For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
5. **Confidential Information.** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
6. **Confidential Information Breach.** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
7. **Distribution of Materials.** The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
8. **Change in Principal Project Staff.** Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
9. **Further Assurances.** The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
10. **Recording and Documentation of Receipts and Expenditures.** Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
11. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner therefor; provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
12. **Third Party Participation.** The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
13. **Small & Disadvantaged Business Enterprises.** The Recreational Trails Program (RTP) is subject to Title I of Transportation Efficiency Act for the 21 Century (TEA-21). Disadvantaged Business Enterprises (DBE) requirements implementing regulations are defined in 49 CFR Part 26. DBEs include small business concerns owned and controlled by socially and economically disadvantaged individuals. The contractor agrees to make a concerted and good faith effort to include DBEs with a goal of expending 10% of funds available for purchasing materials and/or awarding service contracts related to the agreed project scope. The awarding of any contract to a DBE will be based solely on the ability of the DBE to provide comparable product and/or services within acceptable standards. Information on DBE's, a listing of, a status, location and contact is obtainable from the State of Connecticut Department of Transportation (ConnDOT); Division of Contract Compliance; 2800 Berlin Turnpike; Newington, CT 06131 or ConnDOT's web site. A hard copy is available from DEEP upon request of the Contractor.
14. **Procurement of Materials and Supplies.** For procurement purposes, contractors receiving federally funded recreational trails agreements must comply with federal requirements as stipulated per Code of Federal Regulations 49CFR18 Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments. Contractors receiving only State Funds may use their own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal

9. **Breach.** If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date, no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
10. **Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, in any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
11. **Contractor Guarantee.** The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
12. **Forum and Choice of Law.** The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
13. **Force Majeure.** The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
14. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
15. **Confidential Information of the Contractor.** The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
16. **Protection of State Confidential Information.**
- Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

APPENDIX A
SCOPE OF WORK

Purpose: To continue design and development of the Norwalk River Valley Trail in Wilton and Norwalk.

Description: The Contractor agrees to conduct a project entitled: Norwalk River Valley Trail

Project Name: Norwalk River Valley Trail

Project Site: See attached map, Appendix F.1

Property Owner(s): State of CT Department of Transportation

1. **Project Administration:** Ms. Sandra L. Dennies shall serve as Project Administrator for the Contractor.
2. **Design and Permitting:** If necessary, the Contractor shall be responsible for securing a site survey; developing the design and layout of the trail and preparation and submission of all required permit application(s), including all necessary local, state, or federal permits. No work shall commence until all required local, state and federal permits and approvals have been obtained. DOT consultation is required prior to all phases of construction on DOT property.
3. **Natural Diversity Database (NDDB):** The contractor agrees to accomplish work while providing for the protection of the Eastern box turtle, Wood turtle, Eastern hognose snake, and the Jefferson salamander "complex". A letter from the NDDB dated November 26, 2013 is attached and made a part of this contract for reference.
4. **Historical/Archaeological Resources:** The Town must adhere to the treatment recommended by the cultural resource consultant (CRC) retained by the Town to complete Phase 1 work during Oct-Nov 2014 which is the covering of the affected area of the site with geocloth and capping with gravel. Construction plans must clearly indicate there is to be no disturbance of the existing ground surface within the site boundaries and future Town planning documents should be marked to indicate no ground disturbance is permitted in the area.
5. **Trail Improvements:** The project will deliver construction drawings for a section from Broad Street in Norwalk to Wolfpit Road in Wilton as well as build an over 3 mile, stone dust and board walk multi-use section within from Grist Mill Road to Wolfpit Road.

6. Project Tasks and Anticipated Completion Timeline:

Tasks	Person Performing Work	Anticipated Completion Date
Signage and Kiosks	Prof. sign makers & volunteers	May 2016
Construction Documents Broad - Wolfpit	Professional Trail Builders	July 2017
Grist Mill - Wolfpit construction	Contractors	May 2018

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

15. **Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products extension requests and invoices shall be emailed to laurie.giannotti@ct.gov or submitted to:

Laurie Giannotti
Recreational Trails Coordinator
Department of Energy and Environmental Protection
BOR – State Parks Division
79 Elm Street
Hartford, CT 06106-5127

20. **Extensions/Amendments:** Extensions will generally NOT BE GRANTED. However, if just cause can be demonstrated and approved by the RTP Coordinator, an extension of not more than one year may be granted. If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment. Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a. revisions to the maximum contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other contract revisions determined material by DEEP.

APPENDIX C

SAMPLE FINANCIAL REPORT

Contractor Name: Town of Wilton

PSA #: _____

Labor

Date:	Name	Vol. Travel* (\$0.14/mile)	Labor # of Hours	Hourly Labor TOTAL @/hr	Total Costs	Cash Match** (20% of total)	Reimbursement Requested

Reimbursable Expenses

Date of Disbursement	Vendor	Voucher Number	Check Number	Equipment or Materials Description	Equipment Rental Rate \$/per hour	Total Costs	Cash Match** (20% of total)	Reimbursement Requested

Signature: _____

(Town Manager or Project Coordinator)

*Volunteers can be reimbursed \$0.14 cents per mile

**Please describe source of matching funds.

Appendix E
Assurances - Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified. As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4753) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4901 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1985-1986), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-265), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties.—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties.—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 3 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/secs. Click on the link to "Lobbyist/Contractor Limitations."



Appendix F-1

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2015 by, between the TOWN OF WILTON of 238 Danbury Road, Wilton, Connecticut 06897 (hereinafter the "Wilton") and the CITY OF NORWALK of 125 East Avenue, Norwalk, Connecticut 06851 (hereinafter "Norwalk").

WHEREAS, Wilton did apply to the Connecticut Department of Energy and Environmental Protection (hereinafter "DEEP") for a state/federal grant (hereinafter "The Grant") to fund a project entitled "Norwalk River Valley Trail" (hereinafter the "Trail") in the total amount of \$1,100,500.00; and

WHEREAS, in order to secure The Grant, Wilton must enter into and sign a contract (hereinafter to "The Contract"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Trail is to be designed and constructed on property which is located in both Wilton and Norwalk and is the approximate location as depicted in Exhibit B, attached hereto; and

WHEREAS, The Grant provides that if Wilton agrees to accept it, (1) Wilton will provide to the Commissioner of DEEP documentation that it has contributed not less than twenty (20%) percent of the total project cost as a matching contribution (the Matching Contribution); (2) Wilton will provide summaries of the project status to the Recreational Trail's Coordinator once every three months during the three year project; (3) Wilton shall submit interim financial reports to the Recreational Trail's Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal; (4) Wilton shall submit to the Recreational Trail's Coordinator a final report including documentation satisfactory to the Commissioner demonstrating that all the elements of the scope of work have been met, including but not limited to, digital photographs of the completed project; and (5) Wilton shall provide a final financial report to the Recreational Trail's Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal;

WHEREAS, Wilton is desirous of accepting The Grant and entering into the Contract with the DEEP, however, before doing same, it is desirous of entering into this Agreement with Norwalk to set out and provide for a division of responsibilities for both the design, construction and maintenance of the Trail; and

WHEREAS, the Parties agree that Wilton may rely on the representation and obligation herein when committing to and signing The Contract with the DEEP

NOW, THEREFORE, for ONE AND NO/100 DOLLAR (\$1.00) and other valuable consideration the receipt and sufficiency of which is acknowledged, Wilton and Norwalk agree as follows:

1. Wilton and Norwalk collectively agree to commit to pay and/or to provide, either by way of a donation or services/equipment, the twenty (20%) percent matching contribution

provided for and set out in The Contract. Each party's obligation herein shall be equal to its proportionate share of the total Trail that is constructed in each community; specifically, and by way of example if forty (40%) percent of the Trail that is constructed pursuant to The Grant is located in Wilton, then Wilton is obligated to pay or provide the same percentage of the matching contribution. If sixty (60%) percent of the Trail of the Trail is constructed pursuant to The Grant is located in Norwalk, then Norwalk is obligated to pay or provide the same percentage of the matching contribution.

2. The parties acknowledge that The Friends of the Norwalk River Valley Trail, Inc (NRVT), has pledged to provide the funds necessary for the total Matching Contribution under the Contract. And both agree to look to NRVT first for payment of their required contribution under the Grant.

2. The parties further acknowledge that to date "in-kind" services have been provided, which shall be allocated towards their respective obligations set out above, the value of which shall be determined by the State, with the mutual agreement of the Parties.

3. Immediately upon the execution of this Agreement, Wilton shall execute The Contract and take whatever steps required to access The Grant monies.

4. As soon as possible after the execution of this Agreement, Wilton and Norwalk shall each designate an individual who shall act as the contact person to provide guidance and facilitate communication between the Parties. Said contact person shall meet regularly to review The Contract to insure compliance with its terms.

5. The Parties agree to work collaboratively to design and construct the Trail.

6. The Parties shall, in good faith, agree on the division of responsibilities for all accounting and reporting obligations under The Contract to the ~~Project~~ Project.

Witnesses:

TOWN OF WILTON

By: William F. Brennan
His: First Selectman

CITY OF NORWALK

By: Harry Rilling
Its: Mayor

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

SS: _____

On this ____ day of _____, 2015, before me came William F. Brennan to
me known to be the individual described herein and who executed the foregoing instrument and
acknowledged that she executed the same.

Notary Public
My Commission Expires

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

SS: _____

On this ____ day of _____, 2015, before me came Harry Rilling to me
known to be the individual described herein and who executed the foregoing instrument and
acknowledged that she executed the same.

Notary Public
My Commission Expires

AGREEMENT
BY AND AMONG
THE TOWN OF WILTON AND CITY OF NORWALK
AND
THE FRIENDS OF THE NORWALK RIVER VALLEY TRAIL, INC.

THIS AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2016 by, among the **TOWN OF WILTON** of 238 Danbury Road, Wilton, Connecticut 06897 (hereinafter the "Wilton"); the **CITY OF NORWALK** of 125 East Avenue, Norwalk, Connecticut 06851 (hereinafter "Norwalk") and the **FRIENDS OF THE NORWALK RIVER VALLEY TRAIL, INC.**, a Connecticut non-profit corporation with a principal place of business at 115 Nod Hill Road, Wilton, Connecticut (NRVT).

WHEREAS, Wilton did apply to the Connecticut Department of Energy and Environmental Protection (hereinafter "DEEP") for a state/federal grant (hereinafter the "Grant") to fund a project entitled "Norwalk River Valley Trail" (hereinafter the "Trail") for which the total amount of \$1,100,500.00 will be eligible for reimbursement by the State; and

WHEREAS, in order to secure said monies, Wilton must enter into and sign a contract (hereinafter "the Contract"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Trail is to be designed and constructed on property which is located in both Wilton and Norwalk and is the approximate location as depicted in **Exhibit B**, attached hereto; and

WHEREAS, the Grant provides that if Wilton agrees to accept it, (1) Wilton will provide to the Commissioner of DEEP documentation a match of not less than twenty (20%) percent of the total Grant has been provided to fund the development of the Trail (the Municipal Contribution); (2) Wilton will provide summaries of the project status to the Recreational Trail's Coordinator once every three (3) months during the three- year project; (3) Wilton shall submit interim financial reports to the Recreational Trail's Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal; (4) Wilton shall submit to the Recreational Trail's Coordinator a final report including documentation satisfactory to the Commissioner demonstrating that all the elements of the scope of work have been met, including but not limited to, digital photographs of the completed project; and (5) Wilton shall provide a final financial report to the Recreational Trail's Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal; and

WHEREAS, NRVT, understanding that neither Wilton nor Norwalk has appropriated sufficient funds or services necessary to meet their obligations under the Grant, has represented to both Wilton and Norwalk that it will partner with them in the development of the Trail by securing qualified matching contributions totaling an amount equal to the total 20% Municipal Contribution under the Contract.

WHEREAS, the Parties have agreed to execute this Agreement in order to set out their respective responsibilities in term of implementing the Grant and providing the matching contributions required pursuant to the Contract with the DEEP, and

WHEREAS, the Parties agree that Wilton may rely on the representation and obligation herein when committing to and signing the Contract with the DEEP;

NOW, THEREFORE, for ONE AND NO/100 DOLLAR (\$1.00) and other valuable consideration the receipt and sufficiency of which is acknowledged, Wilton, Norwalk and NRVt jointly agree as follows:

1. Wilton and Norwalk collectively have committed to pay and/or to provide, either by way of a donation or services/equipment, the twenty percent (20%) Municipal Contribution required by the Contract based on the understanding that NRVt shall secure qualified matching contributions which it will provide in order to satisfy the Municipal Contributions on behalf of both Norwalk and Wilton. The maximum amount of NRVt's financial commitment hereunder shall be TWO HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$275,125.00).

2. The NRVt has agreed to demonstrate to the satisfaction of both Norwalk and Wilton, its ability to provide the matching Municipal Contribution related to the costs incurred for services and supplies in connection with the development of the Trail, prior to Wilton entering into each contract or purchase order. Specifically, as the project moves forward and it is desired or necessary for Wilton to purchase supplies or enter into contracts, NRVt will deposit into an escrow account controlled by Wilton a sum equal to twenty percent (20%) of such purchases and contracts, which amount will be used to pay the costs and expenses so incurred.

3. Upon the execution of this Agreement, Wilton shall execute the Contract and take whatever steps are required to access the Grant monies and commence work on the Trail.

5. The Parties agree to work collaboratively to design and construct the Trail in accordance with the Grant requirements.

6. The Parties agree to indemnify and hold each other harmless in the event that either should suffer any loss, expense or penalty as a result of the breaching party's failure to fulfill its obligations hereunder either by way of omission or commission.

TO HAVE AND TO HOLD the Parties hereby represent as follows:

That they are legally existing entities under the laws of the State of Connecticut;

That they have, and have exercised, the required corporate power and authority and have complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by the authorized corporate officers, in accordance with such officers' powers and constitutes a valid and binding obligation

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss: _____

On this _____ day of _____, 2016, before me came Harry W. Rilling to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public
My Commission Expires

Signed and Delivered
in the Presence of:

**FRIENDS OF THE NORWALK
RIVER VALLEY TRAIL, INC.**

Witness

Witness

By: _____

Patricia Sesto
Its President
Duly Authorized

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss: _____

On this _____ day of _____, 2016, before me came Patricia Sesto to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that she executed the same.

Notary Public
My Commission Expires

Signed, Seal and Delivered
in the Presence of:

TOWN OF WILTON

Witness

Witness

By: _____
Lynne A. Vanderslice
Its First Selectwoman
Duly Authorized

STATE OF CONNECTICUT)

)
ss:

COUNTY OF FAIRFIELD)

On this ____ day of _____, 2016, before me Lynne A. Vanderslice came to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public
My Commission Expires

Signed, Seal and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the Parties have caused these presents to be signed and their seals affixed this _____ day of _____, 2015.

C. PUBLIC WORKS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Deering Construction Inc., for Project PM 2021-2, Permanent Roadway Repairs and Service Restoration, for an amount not to exceed \$320,380.00,
Account No. 03 00 00 2602 **AUTHORIZED**

- 1b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with Deering Construction Inc., for Project PM 2021-2, Permanent Roadway Repairs and Service Restoration, for an amount not to exceed \$32,038.00.

Account No. 03 00 00 2602 **AUTHORIZED**

2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Woods Men's and Boy's Clothing for Project No. 4087 for a sum not to exceed \$17,680.00 for fiscal year 2021/22; \$18,148.00 for fiscal year 2022/23 and \$18,447.00 for fiscal year 2023/24 with an option to extend for two (2) additional terms of one (1) year each.

Account No. 01 40 21 5276 **AUTHORIZED**

3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Almstead Tree Company for a sum not to exceed \$60,000.00 for fiscal year 2021/22; \$60,000.00 for fiscal year 2022/23 and \$60,000.00 for fiscal year 2023/24 with an option to extend for two (2) additional terms of one (1) year each.

Account No. 01 40 29 5298 **AUTHORIZED**

4. Authorize the Purchasing Agent to Issue a purchase via Sole Source to Assetworks Inc. for the Fuel Focus Island Controller Upgrade in the amount of \$39,503.58.

Account No. 09 17 7100 5777 C0119
17 40 45 5331 **AUTHORIZED**

5. Technical Correction of the Common Council Action of December 11, 2018, Item VII.C.4 to add accounts designated for Professional Engineering Services for the Inspection and Evaluation of City-Owned Bridges 20 Feet or Less in Length. Account Numbers 09 17 6030 5777 C0367 and 09 19 6030 5777 C0367.

Account No. 09 06 4021 5777 C0315
09 09 4021 5777 C0315
09 14 4021 5777 C0315
09 17 6030 5777 C0367
09 19 6030 5777 C0367 **AUTHORIZED**

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**SEPTEMBER 8, 2020
VIA TELECONFERENCE**

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

AUTHORIZED

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

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

AUTHORIZED

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

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

AUTHORIZED

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

AUTHORIZED

8. Authorize the Mayor Harry W. Rilling, to execute the Gift Letter in order to demonstrate formal acceptance of the gift of the Fence from the Lockwood Mathews Mansion Museum.

AUTHORIZED

B. HEALTH AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2020 Edward Byrne Memorial Justice Assistance Grant, in the amount of \$33,741.00.

AUTHORIZED

VII.D



May 26, 2021

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

Re: Assistance Agreement for Norwalk Historical Society Exhibit

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

The City of Norwalk maintains a public-private partnership with the Norwalk Historical Society. For many years, the Historical Society has leased Mill Hill Historic Park from the City and provided extensive programming and exhibits for the public, while assisting the City with renovating and maintaining the buildings and cemetery in the Park. In 2013, the City leased the "Lockwood House" building on the grounds of City Hall (next to the Health Department) to the Historical Society. The City also entered into an outsourcing agreement with the Society to manage the city-owned historical collection and operate a museum. After relocating the museum collection from rented space in South Norwalk (Old City Hall), the Society successfully reopened the Museum in 2015 at the former "Lockwood House" building at City Hall.

Prior to the pandemic of 2020/21, the Society's exhibits and programs attracted thousands of visitors annually. During the pandemic, the Society quickly adapted its programming to the Zoom platform and has had thousands of visitors attend online programs, along with all of Norwalk's third graders for its "Little Red Schoolhouse" programs. This arrangement between the City and the Society is on track to achieve the City with \$1.9 million dollars in savings by the end of 2022.

Last year, the City Council approved funds in the 2021/22 Capital Budget to assist the Historical Society with the production of a permanent exhibit on Norwalk's early history to be installed at the Town House at Mill Hill Historic Park. This exhibit will be open to the public and will also support the Society's "Little Red Schoolhouse" program for Norwalk's third graders. The Society has spent \$125,000 on the development of the exhibit from funds raised privately and through grants. It is estimated that \$121,000 will be required to complete the exhibit. The City portion of the exhibit approved in the Capital Budget is \$84,000. The remaining funds have been raised.

The Historical Society has full responsibility to comply with all applicable State and City requirements, including but not limited to, procurement guidelines and labor/wage requirements. The Historical Commission will have fiduciary and oversight responsibilities to confirm qualified expenditures and submit to the Comptroller's Office for payment processing. The grant agreement shall include a Hold Harmless provision.

The exhibit has been curated by award-winning Connecticut curator Elizabeth Pratt Fox, with extensive input by local and regional historians, including the Chief Preservation Officer of the Mashantucket-Pequot tribe. Graphic Design of the exhibit is by Roger Westerman, whose exhibit designs include the Children's Museum at the New York Historical Society, the JFK Library, the Brooklyn Museum, and the New York Public Library, among many others. An overview of the exhibit and sample elevations are attached.

The requested action for the council is:

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN ASSISTANCE AGREEMENT WITH THE NORWALK HISTORICAL SOCIETY FOR PRODUCTION OF A PERMANENT EXHIBIT OF NORWALK'S HISTORY FROM 10,000 BC TO 1835 FOR THE TOWN HOUSE AT MILL HILL HISTORIC PARK FOR A TOTAL NOT-TO-EXCEED \$04,000. ACCT #092106363100 5777 C0521.

Thank you for your continued support and consideration.

Sincerely yours,

David G. Westmoreland

125 East Avenue, Norwalk, Connecticut 06851

Norwalk's Changing Communities before 1835 Exhibition Elevation Overview

A walk through of the exhibition starts with the Introduction text panel that will be visible when you enter the building. In addition to the title of the exhibition, **Norwalk's Changing Communities Before 1835**, the text gives the visitor a sense of what the exhibition is about and that they will discover how the community, home and work changed over time. It also explains that the exhibition ends with the building of the Town House in 1835, the building that they have just entered. Each sectional text banner gives the dates of that section.

Chronological Sections:

The End of the Ice Age, 13,000 BC-10,000 BC

This section explores how the receding ice shaped the area later known as Norwalk, what animals came to live there and what we know about the first people, the Indigenous People, that first lived there. A large mural depicting the Mastodon and the landscape of the period covers the wall and the exhibition panels are mounted in front of it. There are flip panels under a mural showing the animals that lived here and how they have or have not evolved. A large molar from a Woolly Mammoth found in the area gives the visitor a sense of the size of this animal. Throughout the exhibition open-ended questions are asked.

The First Peoples After Ice Age, 10,000 BC-1615

Another large mural sets the stage for the second section. This section again uses questions to introduce the visitor to the first people to live in the area. There are mounted reproduction objects, maps, illustrations, discovery drawers filled with both archaeological specimens and reproductions and a local cooking pot from circa 1,000 BC. In addition, the visitors are asked to play a game that has been played for thousands of years called Hubbub!

European Exploration and Contact with Indigenous People, 1615-1650 The section uses maps and illustrations to show how the Europeans moved into the area. A recently discovered fortified village occupied by Indigenous People in Norwalk will be featured here. The section ends with a Venn diagram that asks the visitor to explore what activities they share with the Indigenous People of the 17th century. The story of the Indigenous People is told in other sections as well.

English Settlement to Seaside Village, 1640-1779

The period from the first English settlement until the Revolutionary War are covered in this section. Featured in this section are a large mural depicting the Mayflower and one of Norwalk. How the English "bought" the land is illustrated with the two English deeds, as well as reproductions of some of the objects that were traded with the Indigenous People. Additional topics are who settled here, what were some of their occupations, what were their houses like, what laws did they follow, how did they communicate and how did they trade. Flip panels explore the law's that governed the settlers. The history of Slavery in Norwalk, both Indigenous People and African Americans is told through estate inventories, a run-away slave advertisement and quotes from a mid-18th century diary.

The Battle and the Burning of Norwalk, 1779-1835

The last section tells the story of the Battle of Norwalk and the burning of the city from first-hand accounts and an animated map of the battle. The viewer is also asked to look at the stories of nine people who were in Norwalk at the time of the battle and might have been a Patriot, Loyalist or Neutral, as well as decide what type of person would have made the ideal spy. The rebuilding of the city after the burning and the story of **The Firelands** are also explored in this section. The section ends with the development of the industrial city after the burning.

Conclusion: Growth of the City

The conclusion panel looks at the growth of the city in the 19th century and asks the visitor to think about how they can contribute to the growing city. Through the exhibit and its related programs visitors will gain a better understanding of the people who came before them and how those stories relate to their everyday lives.





191013_Norwalk_Final_Elevations.pdf

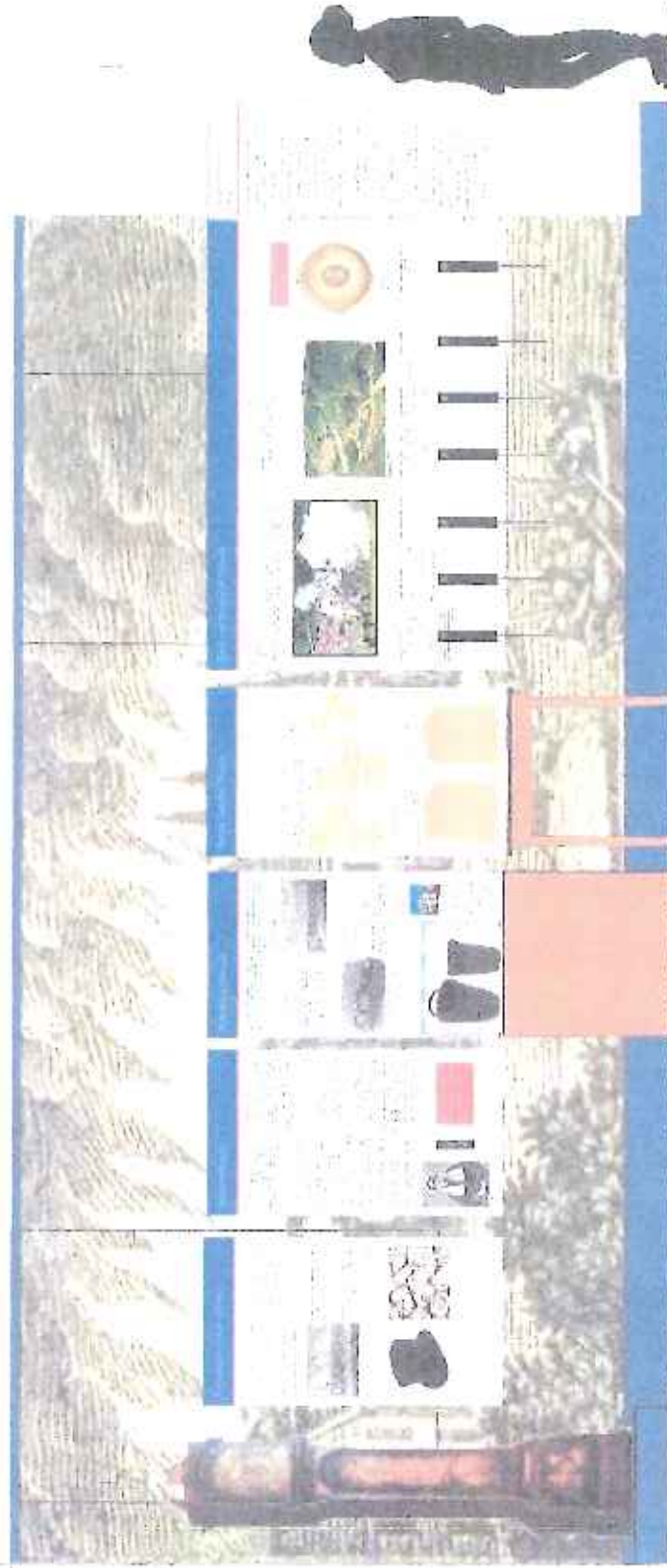


The First Peoples After the Ice Age 8,000BC-1615





191013_Norwalk_Final_Elevations.pdf





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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

RE : 98 SOUTH MAIN STREET -
INTERIM LICENSE AGREEMENT WITH YMCA

DATE: MAY 26, 2021

Attached is my memo dated October 29, 2020 outlining the reasons and terms for an interim license agreement with YMCA for 98 South Main Street. The Common Council authorized the execution of an agreement on November 10, 2020. This interim agreement provides the YMCA with the opportunity to implement and provide community service programs to the Norwalk community. This License Agreement is due to expire on June 30, 2021.

As the country and Norwalk community evolve out of the Covid epidemic, City and YMCA representatives began communication to develop a strategy in moving forward. Based on the current status, the YMCA would like to extend the current interim license agreement until December 31, 2021 before entering into the long term lease and development agreement. Attached is a letter from Mr. Robert McDowell, Chief Executive Officer from the YMCA.

Requested Action:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Interim License Agreement with The Riverbrook Regional Young Men's Christian Association, Inc. (YMCA) for the occupancy of portions of 98 South Main Street building to provide community service programs by extending the agreement period from July 1, 2021 to December 31, 2021. All remaining terms of the agreement to remain unchanged.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL LIVING

5/19/2021

Mr. Tom Livingston, Chairman

City of Norwalk Land Use and Building Management Committee

125 East Avenue

Norwalk, CT 06851

Chairman Livingston,

I am writing on behalf of the Riverbrook Regional YMCA to request an extension of our existing license agreement to operate our YMCA in the 98 South Main Street building due to the continuing, although improving, Pandemic conditions that have significantly delayed our plans. The current agreement expires on June 30, 2021. We respectfully request that the City of Norwalk Land Use and Building Management Committee consider granting our request to extend the License Agreement through December 31, 2021. Our intention is to fully execute the full Lease Agreement on 1/1/2022.

Below please find some points regarding the YMCAs commitment to our original plan as we continue to proceed through Covid and now are requesting this License Agreement to be extended to Dec 31, 2021.

1. Commitment to Staffing
 - a. The YMCA has 1 Full Time Professional Staff person and 1 Part Time Staff person working from the Facility. Operating costs to staff the two positions is \$75,000 per annum.
2. Commitment to Facility Care/Minor Upgrades prior to Renovation Project
 - a. Maintenance

-The YMCA has had the first floor excluding the Americares section professionally cleaned including the waxing of the tile floor at a cost of \$2,500.

-The YMCA has secured various quotes for initial upgrades/replacements that include the following:

-Fire, Security, Sprinklers with ADT Security \$3,484 [work completed by Mid-June 2021]

-Wireless Access Points by Advanced Computer Technology [ACT] for \$7,244 [Work completed by Mid-June 2021]

-Wireless Installation by ACT for \$4,999

-Wiring by FET for \$3,319

-Phone System for \$5,052 [Work completed by September 2021]

-Painting and wall repair \$8,900 [Work completed by September]

RIVERBROOK REGIONAL YMCA • 404 Danbury Road • Wilton, CT 06897
(203) 762-8384 • Fax: (203) 761-9819
www.riverbrookymca.org

[Note, the Y recognizes that Alan Lo must be consulted regarding how to categorize these expenses/investments into the facility]

3. Commitment to Project and Development Consultants

- a. The YMCA has signed an agreement valued at \$15,000 with a professional consultant to guide the organization through an RFP and Interview process for an Architect of Record, Owner's Representative and Construction Management/General Contracting Firm. The Architect of Record shall be selected by Mid July with the goal of Construction Documents to be completed by late Fall/Early Winter of 2021. Construction Bids should be out by January 2021. A CM /GC firm to be selected in February 2021. Construction to begin Spring/Summer of 2022. Note that the YMCA and Americares plan to continue programming and services through the construction period.
- b. The YMCA is negotiating a new agreement with a Fund Development Consultant to enhance and help guide the Fund-Raising part of the overall project. The fee is yet to be determined. [Contracted and work to begin by end of June 2021]
- c. The YMCA is currently consulting with CHEFA regarding their New Market Tax Credit program and Financing with the goal of applying under their direction and guidance.

4. Commitment to Programming Survey/Data Collection

- a. The YMCA is currently engaged with the Harvard Business School Community Partners to re-interview Key Stakeholders and to present an electronic survey to residents of the South Norwalk Community regarding program needs post Pandemic. The Key Stakeholder conversations are currently underway, and the resident survey will be conducted beginning 5/20/21. Results will be tabulated and then delivered to the Y Board by 6/23/21.
- b. The YMCA will be collaborating with the Norwalk Housing Authority to operate a Youth Triathlon Camp this summer to be held at the 98 South Main Street YMCA. The camp is currently enrolling and will begin on 6/21/21 and continue for 5 weeks.
- c. Please note that most of our programs will be delivered for a low fee basis and we will also use a sliding fee scale as we continue to move toward the end of the Pandemic.
- d. Please see attached exhibit for a roll out of programming.

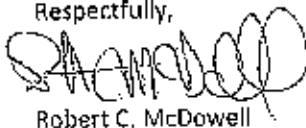
5. The YMCA Is Committed to Signing the Long-Term Lease commencing on January 1, 2022.

- a. Remodelling Construction shall begin in 2022 [Target of Summer] after the design has been completed [Fall of 2021], Construction Team Selected [Winter of 2022] and Bids Awarded [Spring of 2022].

The Ys request for the extension of the license agreement will allow us to invest in programming at the level that we envisioned during our original ramp up plans and to invest in the facility in terms of aesthetics and safety.

Thank you so much for the great work that you and all the volunteers and staff do for the City of Norwalk.

Respectfully,



Robert C. McDowell

Chief Executive Officer

2021 98 South Main Street YMCA	Program Line Up
June	-Summer Camp – Race 4 Chase
July	-Summer Camp – Race 4 Chase -Inspections for OEC Licensing (Radon Test/Water Test)
August	-Inspection from OEC for SACC Programming from OEC -Out of School Vacation Programming SACC Days
September	-Out of School Vacation Programming SACC Days -After school tutoring -Walking Club -Girls on the Run Club -Blood Pressure Monitoring Classes -Diabetes Prevention -Smoking Cessation Babysitting will be provided for certain programs/classes
October	-Out of School Vacation Programming SACC Days -After school tutoring -Family Fitness Classes (Zumba, Yoga, Meditation) -Parent and Baby Classes (i.e. Mommy & Me Classes) -Walking Club -Girls on the Run Club -Blood Pressure Monitoring Classes -Diabetes Prevention -Smoking Cessation -Intramural Sports Classes Babysitting will be provided for certain programs/classes
November	-Out of School Vacation Programming SACC Days -After school tutoring -Family Fitness Classes (Zumba, Yoga, Meditation) -Parent and Baby Classes (i.e. Mommy & Me Classes) -Girls on the Run Club -Blood Pressure Monitoring Classes -Diabetes Prevention -Smoking Cessation -Intramural Sports Classes Babysitting will be provided for certain programs/classes
December	-Out of School Vacation Programming SACC Days -After school tutoring -Family Fitness Classes (Zumba, Yoga, Meditation) -Parent and Baby Classes (i.e. Mommy & Me Classes) -Girls on the Run Club -Blood Pressure Monitoring Classes -Diabetes Prevention -Smoking Cessation Babysitting will be provided for certain programs/classes

(OEC : Office of Early Childhood) (SACC : School Aged Childcare)



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : 98 SOUTH MAIN STREET –
INTERIM LICENSE AGREEMENT WITH YMCA

DATE: OCTOBER 29, 2020

As you may know, subsequent to NEON Inc.'s departure from 98 South Main Street a few years ago, the City acquired the remaining ownership shares of the building from South Norwalk Community Center. Currently, the City is the sole owner of the property. The building was constructed around 1984. It is a two story structure with a total of approximately 22,000 square feet. For over 30 years, this building has served the community well and is in need of major renovation. Due to potential building operating issues and the need for the City to develop a comprehensive long term use strategy for the building, the City had not seek full tenancy of the building. At the present time, there are only two tenants in the building (Americare and Urban Community Action in Norwalk Inc.) which occupy a small portion of the building.

Subsequent to the Request for Proposals (RFP) process to lease the entire building for community service functions, the City approved a proposed long term development and community services lease with the Riverbrook Reginal Young Men's Christian Association, Inc. (YMCA) in January 2020. The proposed plan was to transfer the building to the Y in the spring of 2020.

The onset of the Covid epidemic in the spring of 2020 had and continues to have a significant impact on means to provide community services and public access to the building. Nevertheless, the Y has reconfirmed their continued commitment to the long term strategy for the building and looks to develop an interim plan to provide community services during the Covid epidemic. As a result from meetings with the

Y, the Y has developed the attached interim proposal. The proposed terms for the interim License Agreement are as follows:

- Period: January 1, 2021 to June 30, 2021
- The Y will have access to the first floor for programming and approximately 2,500 square feet on the second floor for office functions. Existing City tenants to remain and will continue to operate on the first floor.
- Payment for the license period is \$1
- City will provide utility and building maintenance services which will include HVAC and building infrastructure maintenance/improvements
- City will remove existing furniture and equipment from the building
- Y will provide all tenant fit-up, janitorial services, IT/telephone installation and building security services
- Y will provide all applicable insurance coverage for building occupancy
- The City and the Y will continue to work together to expand or delete building program uses based on needs and Covid-19 constraints.

ACTION REQUESTED:

Authorized the Mayor, Harry W. Rilling, to execute an interim License Agreement with The Riverbrook Regional Young Men's Christian Association, Inc. (YMCA) for the occupancy of portions of 98 South Main Street building in order to provide needed community service programs. Agreement period shall be from January 1, 2021 to June 30, 2021. Terms of the Agreement shall be as outlined in Alan Lo's memo dated October 29, 2020.



NORWALK PUBLIC LIBRARY



TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE
FROM: SHERELLE HARRIS, LIBRARY DIRECTOR
DATE: MAY 26, 2021
RE: DESIGNER SERVICES FOR THE SONO BRANCH LIBRARY REPURPOSING PROJECT

On November 17, 2020 the City of Norwalk's Purchasing Department solicited designer services proposals for the South Norwalk (SoNo) branch of the Norwalk Public Library. This designer project is part of the repurposing capital project that was approved in during the 2017-18 budget cycle. The SoNo Branch Library's adult reading room and computer room are both dismal and dated. In addition to giving the rooms a modern look, the professional design team will propose designs that allow more functionality of the small rooms. Patrons want to sit alone or with no more than one or two other people, and we need to be able to repurpose the rooms to meet program and meeting room demands by Norwalk residents and businesses. The design team will suggest furniture that is sturdy, but easily moved when the spaces need to be repurposed.

Four (4) contractors submitted proposals expressing interest in providing the service.

PROSPECTIVE FIRMS		
FIRM	HEADQUARTERS	FEE
Silver, Petrucci & Associates	Hamden, CT	\$12,300
CPC Architects	Stamford, CT	\$6,000
Eothrop Associates LLC	White Plains, NY	\$11,500
O'Riordan Migani Architects	Seymour, CT	\$15,000

ACTION REQUESTED:

Authorize the Honorable Mayor, Harry W. Rilling, to execute an agreement with Silver, Petrucci & Associates to provide design services at the South Norwalk (SoNo) branch of the Norwalk Public Library at 10 Washington Street.

The one-time fee for \$12,300 is to be expended by November 2021. Funds for this service are available in the capital budget account 09186210 5777 C0605 for the Norwalk Public Library South Norwalk Branch.

MAIN LIBRARY

1 Belden Ave. • Norwalk, CT 06850 • 203.899.2780
www.norwalkpl.org



SONO BRANCH

10 Washington St. • Norwalk, CT 06854 • 203.899.2790
www.norwalkpl.org/sono



SILVER / PETRUCELLI + ASSOCIATES
Architects / Engineers / Interior Designers

December 15, 2020

Ms. Sharon Connors
Purchasing Agent
City of Norwalk
125 East Avenue Room 202
Norwalk, CT 06856-5125

Re: Designer Services – South Norwalk Branch Library
Project # 4050
SP+A Project No. 20.239

Recently lauded by *Preservation Connecticut* for the addition and renovations to James Blackstone Memorial Library in Branford, Silver / Petrucelli is pleased to present our design qualifications for South Norwalk Branch Library.

Choosing a firm familiar to the unique needs of libraries for planning and design will ensure modern, more efficient renovations for the South Norwalk branch. In addition to our work at libraries in Branford, Stamford, Derby and Killingly, SP+A has completed many recent projects that involve modernizing libraries with renovations and interior reorganization of departments to operate more efficiently, add space and increase program offerings. Many have utilized the CSL construction grant process. These include:

- Belden Public Library, Cromwell
- Portland Public Library, Portland
- Wickham Memorial Library, East Hartford
- Easton Public Library, Easton
- Ferguson Library, Stamford
- Silas Bronson Library, Waterbury
- Willimantic Public Library, Willimantic
- Kent Memorial Library, Suffield
- Clark Memorial Library, Bethany
- Bishop's Corner Library, West Hartford



*Honored with a 2020 Award of Merit from
Preservation Connecticut for our addition and
renovations to James Blackstone Memorial Library.*

A cohesive team is an important consideration when it comes to meeting design challenges. Our in-house team of architects, engineers and interior designers will work together with you to ensure the improvements enhance its pivotal role in the Norwalk community by tying our team's design to your vision for the library. The majority of our staff have been with the firm over 8 years creating an experienced team for every project. Silver / Petrucelli + Associates prides itself on the credentials and experience of our staff. In addition to AIA, Professional Engineer and NCIDQ registrations, staff hold Historic Architect designations, building official credentials, and LEED accreditation. And, we can readily supplement our in-house disciplines with an established network of specialized consultants if necessary.

City of Norwalk
December 15, 2020
Page Two

A commitment to design resources is an essential quality for your project. Silver / Petrucelli + Associates is supported by leading edge computing and workplace technology for design, programming, drawing documentation and production, project management, scheduling, specification and construction administration. Advanced 3D technologies such as Revit and virtual reality, are fully integrated in house to enhance conceptual design planning. This includes secure BIM 360 for "cloud" coordination during the Covid pandemic, delivering superior coordinated designs as we pivoted to work remotely.

Silver / Petrucelli + Associates has a long history with the City of Norwalk and Norwalk Public Schools. We are currently on-call to both the City and Norwalk Public Schools for M/E/P/E/P engineering services where we have completed many projects. We also performed the massive 2015 feasibility study of the entire school system and have completed numerous renovation projects throughout the school district under the management of Alan Lo. The City can have confidence that few proposers can dedicate a team more familiar to the City, it's needs, staff and design requirements.

Thank you for the opportunity to present our qualifications. If we can be of further assistance, or if you should need any further information, please feel free to contact me at 203-230-9007 x206 or bsilver@silverpetrucelli.com.

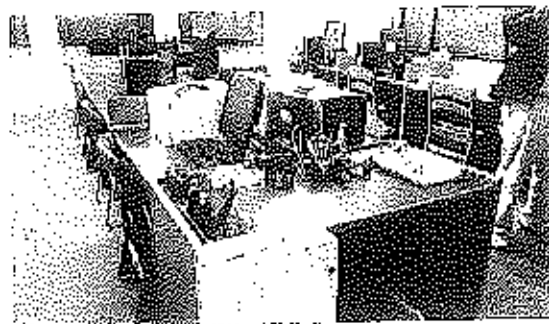
Sincerely,



William R. Silver, AIA
President

PROJECT APPROACH & SCHEDULE

The Silver Petrucci team brings project experience and a strong portfolio of similar library projects giving us a solid understanding of the tasks needing completion. We understand the goal of the project is to improve the adult reading room, computer room and the lobby/vestibule off the Washington Street entrance to the library with new fixtures and furnishings that complement the history of the library while incorporating proper social distancing and handicapped accessibility.



Programming

We will initiate the project with a programming review meeting with you and branch staff to review the preliminary program and explore the issues and goals further. We will then conduct a facility walk, so that our team has a common visual point of reference and understanding of the project.

We will seek information on the library's use patterns and volume, scheduling, diversity and use of facilities, furniture and equipment particulars, video and IT requirements, space needs, etc.

Will engage Library personnel including administrators to gather feedback regarding the existing facility, issues of concern, or other conditions which affect operations. We will also engage other Library or City personnel by phone or e-mail if not available on the day of our site visits.

Various details will be including equipment needs and load sharing, low intensity spaces versus those that get daily use and staff and equipment rescheduling.

Our engineers will field investigate the existing conditions of the electrical systems and fixtures in the specified rooms, both for their current ability to meet current needs as well as anticipating their life expectancy and ability to meet the changing use needs.

Space Details	Existing Quantity	Existing Size	Existing Use	Proposed Quantity	Proposed Size	Notes
Adult Reading Room	1	100	Adult Reading	1	100	
Computer Room	1	100	Computer Work	1	100	
Lobby/Vestibule	1	100	Public Access	1	100	
Storage	1	100	Storage	1	100	
Office	1	100	Office Work	1	100	
Restroom	1	100	Restroom	1	100	
Janitor	1	100	Janitor	1	100	
Waiting Area	1	100	Waiting	1	100	
Conference Room	1	100	Conference	1	100	
Study Area	1	100	Study	1	100	
Children's Area	1	100	Children's	1	100	
Gift Shop	1	100	Gift Shop	1	100	
Book Room	1	100	Book Room	1	100	
Archives	1	100	Archives	1	100	
Special Collections	1	100	Special Collections	1	100	
Reference	1	100	Reference	1	100	
Periodicals	1	100	Periodicals	1	100	
Microfilm	1	100	Microfilm	1	100	
Audio/Video	1	100	Audio/Video	1	100	
Music	1	100	Music	1	100	
Art	1	100	Art	1	100	
Children's	1	100	Children's	1	100	
Adult	1	100	Adult	1	100	
Senior	1	100	Senior	1	100	
Disability	1	100	Disability	1	100	
Other	1	100	Other	1	100	
TOTAL	1	100	TOTAL	1	100	

We will verify layout information that is available in existing condition plans that are available to us from your archives and this information will be entered into our base CAD plans for use in the assessment and layouts.

A program statement will be issued, itemizing details of our research, summarizing the space requirements for the project.

We will assist you while you in seeking public support for the project, providing technical or graphic support as needed. We can assist you in the fundraising efforts by generating the large-format boards, pamphlets and electronic media that you can distribute to interested parties.

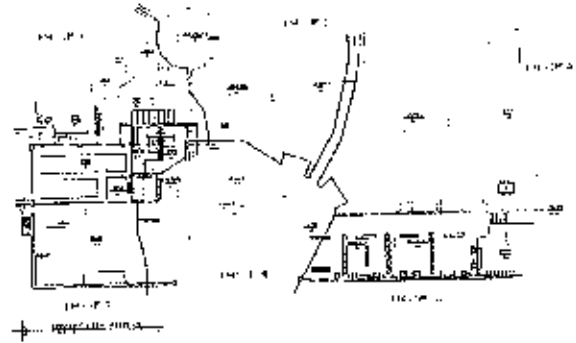
Schematic Design

Initially we will develop 2-3 preliminary concepts to share with the team. We anticipate meeting with the team to discuss the development of the designs, revising the selected plans a few times, providing greater detail to fully demonstrate the configurations, features and designs.

Concepts will consider Covid compliance and ADA-compliant furniture layouts as well as alternative flooring materials, paint and finish options.

Once approved, the schematic plans will be refined with more specific details including:

- Room layouts will be developed including furnishings, fixtures and equipment.
- Demolition Plans if any
- Energy efficient engineering systems will be designed incorporating rebates and incentives for lighting and mechanical installations.
- The project estimate will be refined and developed.
- Plans will be submitted to the owner and regulatory boards for approval.



Phasing plan for interior renovations at Bennett Library, Stanford

Early in the process, we will meet with the Fire Marshal, and Building Official to confirm the viability of the preliminary plans. We will seek out their requirements and develop the plan of action incorporating their requirements.

Inevitably there will be existing utilities impacted by elements of the design. Our approach is to strive to minimize relocations to keep the project on schedule.

If necessary, reasonable code modification requests will be prepared for approval by the local fire marshal or building inspector and subsequently the State Fire Marshal's office. We will prepare the modifications based on our experience with customarily acceptable relief requests, as well as preparing modifications that will provide reasonable life safety while reducing the financial burden of the project.

Construction Documents (CDs)

Silver / Petrucci + Associates will complete a comprehensive set of construction documents with finalized cost estimates and construction schedules.

During the preparation of the construction documents, we will meet with the Library staff and support groups regularly to review the system selections, plans and other design features, confirming that all program requirements and goals are included in the plans. Phasing documents will be prepared as necessary delineating the construction scheduling and sequencing of the work.

We will prepare code and general information plans, floor plans, enlarged plans, equipment and furniture schedules and details as well as, electrical engineering drawings suitable for competitive bidding. Specifications for Divisions 1-32 will also be prepared.

After our in-house quality review, we will issue a final review set of documents to the City for review and comment.

During the preparation of the construction documents, we will meet with the Building Committee to review the details, confirming that all your special needs, adaptations and other conditions are included in the plans.

With the groups's approval, we will edit the final plans and issue the final documents, including specifications, for the City's printing and distribution to potential bidders. We will coordinate our bid preparation efforts with the City's Purchasing Department.

Bid Phase Assistance

Our bid phase support includes attendance at the pre-bid conference. All bidder questions will be reviewed and, when necessary, referred to the relevant discipline for response. Addenda will be prepared as required to clarify the scope of the work and specifications of material, products and the execution of the work. Addenda and Requests for Information (RFIs) will be distributed to all registered bidders.

After the bids are received, we will develop a spreadsheet comparing all bids and our estimate. We will review for the reasonableness of the unit bid prices and look for any indication of a possibly unbalanced bid. We will also check the contractor's references and work experience, as well as verifying the completeness of the bid submissions. Based on this review, we will make a written award recommendation.

Construction Administration & Close-out Phase

Because Silver / Petrucelli has a full-time construction administration department, we designate a dedicated Construction Administrator during project design to act as the point person for all correspondence and documents as well as a liaison between the Owner and the contractor. Having one dedicated individual handling all correspondence allows for ease of communication, as all involved parties know whom to go to for answers. Our typical CA services include:

- Attendance at construction coordination meetings
- Shop drawing review and approval
- Design modifications and sketch preparation
- Requisition review and approval
- Job coordination and progress meetings
- Contract interpretation and response to inquiries
- Periodic site visits to assure quality standards are being met and general conformity to the construction documents
- Change order preparation and review
- Punch list and contract closeout



SPA's CA Team

We will conduct site visits during the active construction periods on site to review the contractor's work and installation, preparing reports of the quality and workmanship for your review and action. We will conduct punch list and a final approval observation visits to determine if the work is complete and in compliance with the contract documents. We will also assist you with closeout documentation that may be required by state or federal agencies.

Project Close Out

We respond to inquiries regarding the warranties and corrective work required by the contractor during the warranty period. We conduct a post construction evaluation of the project, determining the financial and schedule performance of the team, the responsiveness of the designs to the program and other related issues.

PROJECT SCHEDULE

Complete Schematic Design – 2 weeks after signed contract or Purchase Order

Complete Construction Documents – 2 weeks after “go”

FEE QUALIFICATIONS

Customary reimbursable expenses generally included in our fees almost always include in-state travel, CAD services, photography and progress printings. We have included 3 construction observations and reports in our Construction Administration fee line item above, to be conducted during construction activity.

Our fee is distributed as follows:

Schematic Design - \$4,350.
Construction Documents - \$4,100.
Bidding Assistance - \$800.
Construction Administration - \$3,050.

After an agreement is executed, and perhaps during design or construction administration phases, additional services may be requested by the client. Any additional services that may be required will be charged on an hourly, cost plus fee basis, or (we prefer) if the scope is well defined, a mutually agreeable fixed fee can be negotiated.

Any additional services that you may require during the project can be compensated on a hourly cost plus reimbursable basis, in accordance with the Hourly Rates provided. If the scope is well defined, a mutually agreeable fixed fee can be negotiated.

The following sample reimbursable expenses are usually not included in our fee proposals:

1. Printing of schematic reports and bid documents (a review set is in our fee)
2. Printing of Permit sets (GC can print their own or the City may go electronic)
3. LEED services, Energy modeling and Commissioning Services.
4. Three-dimensional models, perspective renderings, brochure development/graphics
5. Structural or mechanical engineering
6. Hazardous material testing, design or construction administration services (see Add Alternate fee below)

Add Alternate Fee:

Hazardous Materials Testing Services	\$3,800.
Hazardous Materials Design	\$1,900. (may not be required)



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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

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

RE: CRANBURY ELEMENTARY SCHOOL - NEW CONSTRUCTION
 AUTHORIZATION FOR MAYOR, HARRY W. RILLING TO SIGN OFF
 ON EVERSOURCE MEMORANDUM OF UNDERSTANDING FOR
 PATH2: WHOLE BUILDING ENERGY USE INTENSITY (EUI)
 REDUCTION.

DATE: MAY 25, 2021

As part of the 2020-2021 capital budget allocation, the City allocated funding for a new Cranbury Elementary School in the amount of \$45,000,000. The new Cranbury Elementary School project consists of a new 2 story academic structure, kitchen/cafeteria, media center, administration offices and gymnasium. The new building will be constructed while the school is occupied. Once the new school is completed and occupied, the existing building will be demolished. Additionally, the project will provide separate parent and bus drop-off areas. Currently, the project team has completed schematic design phase and is proceeding with design development phase.

As the Project Team develops the design for various building systems, we reached out to Eversource for their assistance and to participate in Eversource's Whole Building Energy Use Intensity (EUI) reduction program. The intent of the incentives and technical assistance offered in this pathway is to provide a holistic energy reduction approach that shifts customer and design team focus to expected performance outcomes as they work through the project design. Once a EUI % reduction rate is established the customer's incentive rate will be calculate at a per square foot factor.

Setting the target EUI and working towards it during design is an important step toward reducing operational energy use. The team will also help the customers (Norwalk) establish a plan to evaluate energy use post occupancy to be successful in truly achieving a low site EUI. The plan will include on how EUI data will be collected and evaluated post occupancy and assigned to responsible party.

Break down of anticipated cost:

- Customer (Norwalk) Agrees to Cost Share TA Services
- The Companies (Eversource) will cover the fees for TA services in this Program at up to 75% cost share (each project is capped at \$20,000).

- Customer (Norwalk) must commit to 25% of the fee for TA services and must sign a Whole Building Performance Integrated Design Agreement (IDA) committing to this cost share.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an EVERSOURCE New Construction & Major Renovations Memorandum of Understanding for Path 2: Whole Building Energy Use Intensity (EUI) Reduction cost share agreement. The City is responsible for up to 25% of \$20,000 or \$5,000.00 for TA (Technical Assistance) vendor services that include energy charrette facilitation, EUI target setting, energy modeling, and mid-design review/ feedback. Acct. #09215010 5777 C0786

NEW CONSTRUCTION & MAJOR RENOVATIONS

(10/22/2020)

Memorandum of Understanding for Path 2: Whole Building Energy Use Intensity (EUI) Reduction

The Whole Building Energy Use Intensity (EUI) Reduction Program ("Program") is intended for customers with larger and/or fairly complex projects,¹ who are interested in setting an EUI² reduction target that represents at least 10% improvement over a baseline building EUI. The intent of the incentives and technical assistance offered in this pathway is to provide a holistic energy reduction approach that shifts customer and design team focus to expected performance outcomes as they work through the project design.

Project Eligibility:

1. Projects must have a minimum of 30,000 square feet (sf) of comfort conditioned (heated and cooled) space.³
2. Customer should engage The Connecticut Light and Power Company (CL&P) and/or Yankee Gas Services Company each dba Eversource Energy (Eversource) and The United Illuminating Company (UI), The Southern Connecticut Gas Company (SCG), and Connecticut Natural Gas Corporation (CNG), subsidiaries of AVANGRID, Inc. (collectively The Companies) during the project's conceptual or schematic design phases, but before 100% Design Development
3. Projects must be new buildings, building additions or complete renovations of existing buildings.⁴ Qualifying major renovations are such that occupancy is not possible during construction and where the project scope includes at least 3 of the following systems: (1) HVAC, (2) domestic hot water (DHW), (3) lighting, and (4) envelope
4. Buildings should be comfort-conditioned (heated and cooled), but partially conditioned buildings such as warehouses and industrial facilities, may be eligible on a case by case basis
5. Core and shell and high-rise multi-family projects may participate, provided they meet the requirements above
6. Participants must be a customer of one of The Companies

Key Customer Commitments:

1. Participating project teams commit to setting an EUI target⁵ in early design (at least a 10% EUI reduction from the Energize CT baseline) and working toward it throughout the remainder of design
2. Customers agree to including the EUI target in project documents such as Owner Project Requirements (OPR)

¹ Examples of complex projects might be labs, health science centers, grocery stores, etc.

² Energy Use Intensity (EUI): A measure of a building's gross annual energy consumption relative to its gross square footage (excluding parking garages; penthouse square footage should also not be included, as it is not conditioned space). EUI is calculated as kBtu per square foot per year.

³ The Companies may allow participation in this pathway for energy intensive projects even if they are less than 30,000 sf in size. Please contact us for more details.

⁴ Tenant fit outs are not eligible to participate in this pathway.

⁵ Neither combined heat and power (CHP) nor electricity generating renewables, such as photovoltaic (PV) or wind turbine technology, contribute towards the site EUI target. The EUI target may evolve throughout the design process.

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3. Customers agree to establishing a plan for determining the building's post occupancy EUI and identifying a responsible party
4. Customers must commit to a 25% cost share of the services of a third-party Technical Assistance (TA) vendor (services include energy charrette facilitation, EUI target setting, energy modeling, and mid-design review/feedback).

Key Commitments of The Companies:

1. Cost share services of a TA vendor (up to 75% of fee)
2. Assist customer and design team in identifying and evaluating EUI reduction strategies
3. Offer construction and post occupancy incentives on a dollar per square foot basis, supporting projects with deeper EUI reductions with higher incentive rates (see Table 1 that follows)
4. Offer Design Team Incentives to qualifying projects (see Table 2 that follows)
5. Offer an optional Verification Incentive to help customers and their teams achieve the predicted EUI once the building is operating (see Table 1 that follows)

This document outlines the roles and responsibilities of each party to set transparent expectations for all parties participating in the Program. Under no circumstances does this Memorandum require customers or design teams to incorporate any particular EUI reduction strategy, nor does this document bind the customer or design team to a particular EUI target. Further, this Memorandum does not bind the Companies to any particular EUI strategy and/or any incentive and any and all assistance offered by The Companies through this Program is offered in an advisory capacity only.

The Companies understand that the following customer:

_____ ("the Owner");
will undertake the following (check one)

- ☐ new construction
- ☐ major renovation,
- ☐ addition

_____ ("Premises Address")
This project is being designed by the following design professionals (collectively, the "Design Team"):

_____ ("Architect" or "Design Firm Official")
_____ ("Electrical Engineer")
_____ ("Mechanical Engineer")

Participating Companies:

_____ ("Electric Utility Provider")
_____ ("Gas Utility Provider")

IMPORTANT:

Customers participating in this pathway may not also participate in the Energize CT upstream programs where incentives for HVAC, domestic hot water and lighting equipment are offered directly to distributors or post-installation rebates. To ensure participation in only one Energize CT program pathway for this equipment, designers must include language in project documents informing contractors that this project is participating in a Energize CT downstream program pathway, and that they may not pursue or accept any HVAC, domestic hot water or lighting upstream incentives for this project.

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Detailed Process:

Step 1—Coordination with The Companies

During schematic design or in pre schematic design, inform The Companies of your new construction/major renovation project. The Path 2 Whole Building EUI Reduction Program is only available when The Companies are engaged and an energy charrette is scheduled before the end of Design Development. The earlier you contact The Companies, the better the opportunity for energy savings and incentives.

All customers and design firm officials must sign this Memorandum of Understanding (MOU) and agree to the following steps.

Step 2 – Energy Charrette, EUI Target Setting and Developing a Roadmap to Meeting the EUI Target

Customer and design team participate in an energy charrette with The Companies and their TA vendor.

- All projects participating in this Program must establish an EUI target that represents at least a 10% EUI reduction from the Energize CT baseline at or shortly after the energy charrette, with the understanding the EUI target may evolve over the course of design.
- The Companies will bring on an approved TA vendor who will:
 - Assist the project team in establishing a preliminary EUI target for the project, if one has not already been determined by the project team
 - Help the design team develop a set of strategies that will lead to a reduction in site EUI for the project relative to the Energize CT baseline EUI
 - Prepare a proposal to develop a baseline energy model (per Energize CT baseline requirements) and two phases of as-designed models:
 - TA vendors will produce the first as designed model and iteration of the baseline model based on either the 50% or 100% Design Development (DD) set. TA vendors will provide a report with feedback and further EUI reduction recommendations for the customer and design team at this time.
 - TA vendors will produce a final baseline and as-designed model based on the 90% Construction Documents (CD) set.

Step 3 – Customer Agrees to Cost Share TA Services

- The Companies will cover the fees for TA services in this Program at up to 75% cost share (each project is capped at \$20,000).
- Customer must commit to 25% of the fee for TA services and must sign a Whole Building Performance Integrated Design Agreement (IDA) committing to this cost share.
- If the customer engages an energy modeler not on the TA Provider list, The Companies will only cover fees for TA services in this Program at up to a 25% cost share (each project is capped at \$20,000).

Step 4 – Customer Must Develop a Plan for Measurement and Verification of the Project's Operational EUI

Setting an EUI target and working toward it during design is an important step toward reducing operational energy use, however customers must establish a plan to evaluate energy use post occupancy to be successful in truly achieving a low site EUI. Customers must determine how EUI data will be collected and evaluated post occupancy and assign a responsible party.

Thought should be given to corrective action if at post occupancy the project is straying from the final design EUI. The Companies strongly recommend that the project team consider submetering at minimum

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in accordance with the LEED BD&C v4 Energy and Atmosphere Advanced Energy Metering credit, which requires submetering of any individual energy end uses that represent 10% or more of the total annual consumption of the building.

An optional Verification Incentive is available to help customers identify issues that may arise related to energy savings post construction (please request the scope of work for the Verification Incentive from The Companies for more detail). The Companies will reimburse 50% or up to \$10,000 of the fee associated with this work. Customers must decide during design if they wish to pursue this incentive so that a contract can be put in place.

Step 5 – Design

Once the EUI target is established, it should be written into the project documents, including the Owner Project Requirements (OPR), where it will serve as a touchstone throughout the rest of design and construction. The project team will pursue the EUI target throughout design and should conduct the iterative energy modeling necessary to ensure that the design remains on track to achieve the target EUI.

Step 6 – Interim Report and Consultation

The TA vendor will produce a model and report based on the 50% or 100% Design Development set, showing measures that are producing site energy savings relative to the Energize CT baseline as well as the predicted EUI of the project. The customer, design team and The Companies will meet at this time with the TA vendor to review results and recommendations for further reducing the project EUI.

The Companies will lock in the target EUIs at each incentive tier at this time, based on the interim report. The target EUIs will remain locked for purposes of incentives unless there are major design changes between 100% Design Development and 100% Construction Documents, including, but not limited to HVAC system type changes and space type changes. Customers are not required to hit any particular target, however at this time, they will know for certain the EUI targets they must hit to achieve each tier of incentive rates.

Step 7 – Incentive Pre-Approval from The Companies

At 90% Construction Documents (CDs), the TA vendor will prepare the final Energize CT energy model and report documenting the final predicted EUI and the percent EUI reduction from the Energize CT baseline. The Companies will issue customer offer letters in accordance with the incentive rates shown in Table 1 below.

Table 1: Customer Incentive Rates*	
% EUI Reduction	Rate
10.0% - 14.9%	\$1.00/sf
15.0% - 19.9%	\$1.50/sf
20.0% - 24.9%	\$2.00/sf
25.0% and above	\$2.50/sf
Optional Verification Incentive	50% up to \$10,000

*Customer Incentives are capped at 95% of the combined incremental cost of the EUI reduction strategies included in the project. Projects must be cost-effective to receive the full customer incentive and are subject to each utility provider's program budget.

The Companies will require customers to sign a Whole Building Performance Integrated Design Agreement and MOU, formally requesting Energize CT incentives, and customers must also sign the Letter of Agreement (LOA) that lays out the energy-saving equipment and system details, based on 90%

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Construction Documents, that will lead the project to achieve the final design's predicted EUI. Customers must commit to building the building as it was designed and as it was documented in the LOA and Whole Building Performance Template (WBP Template). Major deviations from the design and changes in energy system components, equipment efficiencies and control strategies as documented in the WBP Template could jeopardize the project's ability to achieve the target EUI and could jeopardize the customer's opportunity to obtain full incentives.

At this point in the design process, The Companies and customers will finalize all payments to the TA vendor since the modeling and EUI reduction consultation phase of the project is complete.

Step 8 – Construction Completion, Construction Phase Incentive Payment, Design Team Incentive Payment

A few weeks before substantial completion, customers must provide a set of approved submittals, invoices and photographs corresponding with energy reducing equipment and systems per the WBP Template. The Companies may also request a copy of the project's schedule of values.

All projects participating in the Program are subject to inspection by each participating utility provider. Customers may be asked to arrange for these post inspections to take place once the building is ready for occupancy.

After completion of the review of submittals, photographs, and invoices, and upon completion of the post inspection, The Companies will make the construction incentive payment to the customer. Where equipment and systems installed deviate substantially from equipment and systems shown in the design documents and WBP Template, The Companies reserve the right to adjust the customer and design team incentive amounts.

Select projects are subject to 20% incentive hold-back pending receipt of trend data or other information stipulated in the WBP Template.

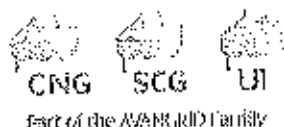
The design team is eligible for a Design Team Incentive if the modeled EUI reduction is at least 10% to encourage the integrated design and continuous iterative energy analysis that is necessary to achieve the EUI target.⁶ It is payable at the end of construction in accordance with the rates in Table 2 that follows. The Companies pay the Design Team Incentives to the design team lead who may disperse them to other team members as appropriate.

Table 2: Design Team Incentives		
Whole Building EUI Reduction	10.0% to 19.9% EUI Reduction	\$0.05/sf, capped at \$10,000
	20.0% and 24.9% EUI reduction	\$0.10/sf, capped at \$12,500
	≥ 25.0% EUI reduction	\$0.20/sf capped at \$15,000

⁶ Where the project has a contract that may restrict payments to the design team (as can happen with some municipal projects), it is the responsibility of the design team lead to work with the customer to ensure that the design team can obtain design team incentive payments per this Program offering.

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Step 9 – Verification Incentive (optional)

Customers that have chosen to pursue a separate Verification Incentive from The Companies must ensure that their selected consultant completes the scope of work during the post occupancy period. This incentive is offered to help customers achieve their EUI targets not only in the design, but upon occupancy as well. Provide copies of consultant reports generated at each stage of review to The Companies. Contact The Companies for details on requirements for this optional incentive.

Engagement with The Companies after Design Development

Project teams and customers who engage with The Companies on qualifying projects after the end of design development, may participate with The Companies as follows:

- Engagement with The Companies after 100% Design Development and before the end of Construction Documents:
 - Project teams may still participate in the modeling-only portion of the Path 2 Whole Building EUI Reduction Program at up to 50% Energize CT and 50% customer model cost share.
 - The early EUI benchmarking support, the additional modeling cost share and the design team incentives will not be available
 - Customer incentive rates will vary from those published in this document.
- Engagement after 100% Construction Documents:
 - The Path 2 Whole Building EUI Reduction Program as described above is not available, but teams may participate with The Companies by completing appropriate prescriptive and custom applications via the New Construction Systems Path.

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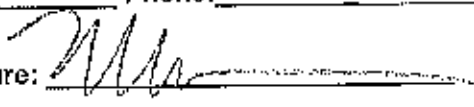
By signing below, the owner represents that he/she (1) shall be the sole and lawful owner of the Premises and (2) has read, understands, accepts and agrees to the terms and conditions for participation in the Program outlined above.

Customer Signature: _____

Customer Printed Name: _____

Date: _____

Email: _____ Phone: _____

Design Firm Official Signature: 

Design Firm Official Printed Name and Company Affiliation: Antinozzi Associates, P.C, Architect

Date: 05/07/2021

Email: mlosasso@antinozzi.com Phone: (203) 551-2436

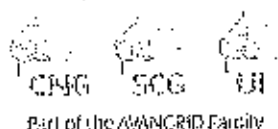
AGREED:

Date: _____
The Companies (specific Utility and its representative to be identified)

Date: _____
The Companies (specific Utility and its representative to be identified)

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Process Checklist Whole Building EUI Reduction Program

Early Design

- ☐ During concept design or early schematic (but before the end of Design Development), engage The Companies and schedule an energy charrette
- ☐ Sign Energize CT Memorandum of Understanding (MOU)
- ☐ Sign a Whole Building Performance Integrated Design confirming customer is willing to cost-share the services of a TA vendor
- ☐ Establish EUI target. Insert site EUI target here if known: _____
- ☐ Include EUI target in the Owner Project Requirement (OPR) and provide The Companies with a copy
- ☐ Establish a plan for calculating site EUI once the building is operational; identify responsible parties and consider tools that will flag unexpectedly high energy use at post occupancy (e.g., submetering)
- ☐ If pursuing the Verification Incentive, establish a contract with the Verification Team to complete this work and provide a copy of the contract that includes the scope of work necessary to obtain the incentive from The Companies

Mid Design

- ☐ Provide 50% or 100% Design Development set to TA vendor for review and team feedback/discussion
- ☐ Designers must include language in project documents informing contractors that this project is participating in an Energize CT downstream program pathway, and that they may not pursue or accept any HVAC, domestic hot water or lighting upstream incentives for this project. Upstream incentives for food service equipment are allowed and encouraged.

End of Design – Upon Completion of Energy Modeling

- ☐ Provide 90% Construction Documents to the TA vendor to provide a final report showing the predicted EUI of the project's final design. The EUI results will determine the level of incentives to be paid.
- ☐ Sign the Letter of Agreement (LOA) affirming intent to build in accordance with the equipment and system specifications stated in the LOA
- ☐ Finalize payment to the Energize CT TA Vendor once energy model and report are complete

Construction/End of Construction Phase

- ☐ Maintain focus on the project components such that the predicted EUI is maintained as a target throughout construction
- ☐ Provide submittals, invoices, photographs and possibly a contractor schedule of values at the end of construction to affirm that equipment and systems were installed as stated in the LOA
- ☐ Schedule a post installation walk-through with The Companies
- ☐ Sign the Measure Verification forms to confirm project is complete and ready for occupancy and to confirm that equipment and systems have been installed as expected to contribute to the predicted EUI. Note any changes.
- ☐ The Companies will pay customer's construction incentive if equipment is installed as expected

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- 11 The Companies will pay the Design Team Incentives if equipment is installed as expected

Post Construction

- 12 If pursuing the Verification Incentive, provide copies of the Verification Team's reports at each reporting interval indicated in the scope of work to The Companies

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CONNECTICUT



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

RE : NARAMAKE ELEMENTARY SCHOOL- KITCHEN
 ADDITION AND INTERIOR RENOVATION PROJECT - GMP
 AMENDMENT

DATE: May 26, 2021

As part of the 2020-2021 capital budget, the City allocated \$3,500,000 for the Naramake Elementary School Kitchen Addition/ Interior Renovation Project. This project consists of the following spaces: 1,315 sqft Kitchen, 1,825 sqft Cafeteria and 1,560 sqft for a new Media Center. The old Kitchen and equipment will be removed from its existing space and the space will be renovated and recaptured for future use (approximately 500 sq ft). Currently, the cafeteria is shared with the gymnasium and the food serving line is located in the hallway between the kitchen and the gymnasium. Construction will occur while the existing school is occupied and active.

The City hired Antinozzi Associates (architect) and A.V. Tuchy Builders (Construction Manager- CM) about ten months ago to work closely with the school community to develop the project. Recently, the City received approval from the State Office of School Construction Grants and Review (OSCGR) to issue this project for construction bidding. The CM in conjunction with the City's Purchasing Department issued and received various trade contractors' bids in April 2021. Some trade packages were rebid in May due to lack of bid interest. Subsequently the construction team conducted Scope Review meetings with the apparent low bidders to assure that their bids are complete and in conformance with the bid specifications. A.V. Tuchy's recommendation of the lowest responsible bidders for each trade together with all of the associated hard construction costs are assembled into the attached Guaranteed Maximum Price (GMP). At present time, A.V. Tuchy Builders

is under contract with the City for Pre-Construction Phase Services. The acceptance of the GMP will be incorporated as an amendment to the agreement. Attached is excerpt from the GMP with detailed cost breakdowns of the construction costs.

The GMP consists of the following four major components:

CM Fee – 4.00%

CM Contingency – 5.00%

Total Trade Contractors' Costs

General Conditions Costs

The budget for the Naramake Elementary School is \$3,500,000 which includes the state grant reimbursement share. During the various design phases of the project, the CM provided construction cost estimates. Substantial efforts were made to keep the project within the budget and in accordance with the educational requirements for the project. The resulting GMP and final trade costs are within the Construction Budget for this project. Please note that since we are not successful in obtaining bid pricings for 5 small trade packages, we have assigned allowances for them in the GMP while we seek pricing directly from potential contractors.

Upon Common Council approval, construction will commence by creating the required access road, demo the existing portable classroom and start the new foundation at the rear of the School. Interior renovation work will commence following the completion of the spring semester. This project is expected to be completed by the end of 2021.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with A.V. Tuchy Builders as the Construction Manager (CM) for the Naramake Elementary School Kitchen/Cafeteria/Media Center improvement project, to accept the Guaranteed Maximum Price in the amount of \$2,618,353.14. Funds are available in account numbers 09215010 5777 C0788.**
- b. **Authorize the Land Use & Building Management Committee to issue Change Orders on Contract for a total not to exceed \$204,258.00.**



McClintock Street
Norwalk, Connecticut 06851
Telephone: 203/847-2461
Fax: 203/847-7116

May 20, 2021

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

RE: Naramake Elementary School Kitchen Addition and Interior Alterations
State Project #103-0253 EA
Guaranteed Maximum Price (GMP)

Dear Mr. Lo,

A.V. Tuchy, Inc. ("CMR") hereby submits to the City of Norwalk, Connecticut ("Owner") this document regarding Contract Guaranteed Maximum Price (GMP) for trade bid packages 01 Final Cleaning, 02 Hazmat and Select Demolition, 03 Concrete, 04 Masonry, 05 Structural Steel, 06.1 Rough Carpentry, 06.2 Finished Carpentry, 07 Roofing, 07.1 Fireproofing, 07.2 Waterproofing and Joint Sealants, 08 Aluminum Openings, Glass and Glazing, 08.1 Doors, Frames and Hardware, 09 Drywall and Framing, 09.1 Acoustical Ceilings, 09.2 Ceramic Tile and Resinous Floors, 09.3 Carpet and Resilient Floors, 09.4 Painting, 10 Specialties, 11 Food Service Equipment, 21 Fire Protection, 22 Plumbing, 23 HVAC, 26 Electrical and Communications, and 31 Site Construction for the construction of Naramake Elementary School Kitchen Addition and Interior Alterations Project in accordance with the CMR Agreement dated 01/07/2021, ("Agreement"). This document includes the requested items indicated in the table of contents below.

Table of Contents

- a. GMP Amount
 - b. List of Drawings
 - c. List of Specifications
 - d. Project Schedule
 - e. Formal Recommendation for Approval of Listed Trade Contractors
 - f. Trade Rejection Letters for Non-Compliance
 - g. Alternates
-
- a. **GMP Amount – see attached breakdown.**
Two Million Six Hundred Eighteen Thousand Three Hundred Fifty-Three Dollars Fourteen Cents (\$2,618,353.14)
 - b. **List of Drawings – see attached.**
 - c. **List of Specifications – see attached.**

d. **Project Schedule – see attached.**

e. **Recommendations for Approval of Listed Trade Contractors**

Pursuant to the attached Buy-Out Report A.V. Tuchy Inc has conducted scope reviews with the apparent low qualified bidders for each specific bid package. We recommend for award the following qualified low bidders:

Bid Package 01	Final Cleaning	
Bid Package 02	Hazmat and Select Demolition	Selective Services LLC
Bid Package 03	Concrete	Nosal Builders
Bid Package 04	Masonry	F & G Construction, Inc
Bid Package 05	Structural Steel	Foman Steel LLC
Bid Package 06.1	Rough Carpentry	TJ & Son INC
Bid Package 06.2	Finish Carpentry	
Bid Package 07	Roofing	M. Gottfried, Inc
Bid Package 07.1	Firestopping	Stonington Services
Bid Package 07.2	Waterproofing and Joint Sealants	Johnson Caulking INC.
Bid Package 08	Aluminum Opening, Glass and Glazing	Norwalk Glass Co.
Bid Package 08.1	Doors, Frames and Hardware	TJ & Son INC
Bid Package 09	Drywall and Framing	TJ & Son INC
Bid Package 09.1	Acoustical Ceilings	Central Connecticut Acoustics
Bid Package 09.2	Ceramic Tile and Resinous Floors	Apex Tile LLC
Bid Package 09.3	Carpet and Resilient Floors	Apex Tile LLC
Bid Package 09.4	Painting	Mackenzie
Bid Package 10	Specialties	Blake Contracting
Bid Package 11	Food Service Equipment	HAFSCO
Bid Package 21	Fire Protection	Fire Rated LLC
Bid Package 22	Plumbing	B & G Piping
Bid Package 23	HVAC	Encon
Bid Package 26	Electrical and Communications	Vail Construction LLC
Bid Package 31	Site Construction	F & G Construction, Inc

f. **Trade Contractor Rejection Letters for Non- Compliance – See attached.**

g. **Alternates – See Attached**

In light of the above A.V. Tuchy Inc requests the GMP package be approved so the work can be contracted and scheduled.

Respectfully Submitted,



Matthew DiScala
Project Manager
A.V. Tuchy, Inc.

SUBCONTRACTOR & SUPPLIER BUY-OUT REPORT

Date - 4/28/2021

Project Name:		Naramake Elementary				
Job Number:		103-0253 EA				
Project Manager:		A.V. Tuchy				
Project Description:		Kitchen Addition and Interior Alterations				
Sub. or Mat.	Task Code	Task Description	Sub/Supplier	Total Budget	GLMP Amount	Variance / Buy-out
Sub	01-667	Final Clean-up	ALLOWANCE	\$ 5,000.00	\$ 5,000.00	\$
Sub	02-001	Site Work Subcontractor	F and G**	\$ 303,559.00	\$ 263,025.00	\$ 40,534.00
Sub	02-062	Selective Demolition	Selective Services LLC**	\$ 84,580.00	\$ 130,000.00	\$ 45,419.00
Sub	02-056	Abatement	Selective Services LLC**	\$ 25,300.00	\$ 42,000.00	\$ 16,700.00
Sub	03-001	Concrete	Nosal Builders, Inc	\$ 112,858.00	\$ 59,925.00	\$ 52,933.00
Sub	04-001	Masonry	F and G**	\$ 112,751.00	\$ 125,451.00	\$ 12,700.00
Sub	05-100	Structural Steel Framing	Feman Steel LLC	\$ 63,800.00	\$ 81,000.00	\$ 17,200.00
Sub	06-100	Misc Blocking	TJ and Son, INC	\$ 2,037.00	\$ 6,700.00	\$ 4,663.00
Sub	06-200	Finish Carpentry	ALLOWANCE	\$ 15,000.00	\$ 25,000.00	\$ 10,000.00
Sub	06-420	FRP Paneling	TJ and Son, INC	\$ 5,960.00	\$ -	\$ 5,960.00
Sub	07-100	Waterproofing	Johnson Caulking Inc	\$ 17,139.00	\$ 18,000.00	\$ 861.00
Sub	07-250	Fireproofing	Storington Services	\$ -	\$ 12,000.00	\$ 12,000.00
Sub	07-500	Roofing (Includes Insulation)	M. Gottfried, Inc	\$ 50,553.00	\$ 68,659.00	\$ 18,106.00
Sub	07-600	Flashing and Sheetmetal	M. Gottfried, Inc	\$ 13,318.00	\$ 22,981.00	\$ 9,663.00
Sub	07-900	Sealants	Johnson Caulking Inc	\$ 1,626.00	\$ 2,850.00	\$ 1,224.00
Sub	08-200	Doors and Frames	TJ and Son, INC	\$ 3,415.00	\$ 5,500.00	\$ 2,085.00
Sub	08-200	Doors and Frames	TJ and Son, INC	\$ 17,500.00	\$ 23,500.00	\$ 6,000.00
Mat	08-331	Ceiling Doors	TJ and Son, INC	\$ 13,320.00	\$ 18,000.00	\$ 4,680.00
Mat	08-451	Aluminum Frames and Glazing	Norwalk Glass Co.**	\$ 9,315.00	\$ 13,625.00	\$ 4,310.00
Sub	08-710	Door Hardware	TJ and Son, INC	\$ 4,144.00	\$ 6,500.00	\$ 2,356.00
Sub	08-710	Door Hardware	TJ and Son, INC	\$ 7,000.00	\$ 11,500.00	\$ 4,500.00
Sub	09-250	Drywall and Framing (Includes Insulation)	TJ and Son, INC	\$ 96,708.00	\$ 56,000.00	\$ 40,708.00
Sub	09-300	Quarry Tile	Apex Tile LLC **	\$ 23,805.00	\$ 33,400.00	\$ 9,595.00
Sub	09-302	Floor Prep	Apex Tile LLC **	\$ 8,456.00	\$ 15,000.00	\$ 6,544.00
Sub	09-510	Acoustical Ceilings	Central Connecticut Acoustics	\$ 20,725.00	\$ 28,000.00	\$ 7,275.00
Sub	09-650	Resilient Flooring and Base	Apex Tile LLC **	\$ 23,776.00	\$ 29,300.00	\$ 5,524.00
Sub	09-680	Carpentry	Apex Tile LLC **	\$ 3,885.00	\$ 8,000.00	\$ 4,115.00
Sub	09-680	Painting	Mackenzie**	\$ 12,625.00	\$ 7,885.00	\$ 4,740.00
Sub	09-900	Signage	Blake Contracting**	\$ 5,000.00	\$ 4,700.00	\$ 300.00
Mat	10-110	Lockers	Blake Contracting**	\$ 3,591.00	\$ 3,600.00	\$ 9.00
Sub	10-500	Fire Extinguishers & Cabinets	Blake Contracting**	\$ 1,092.00	\$ 200.00	\$ 892.00
Sub	10-520	Toilet Accessories	Blake Contracting**	\$ 11,981.00	\$ 5,954.00	\$ 6,027.00
Sub	11-400	Food Service Equipment	HAESCO	\$ 280,301.00	\$ 318,809.89	\$ 38,508.89
Sub	12-500	Window Treatments	Duc Interiors	\$ 4,000.00	\$ 1,290.00	\$ 2,710.00
Sub	13-400	Plumbing	B & G Piping	\$ 185,525.00	\$ 207,550.00	\$ 22,025.00
Sub	15-500	Fire Sprinkler	Fire Rated LLC	\$ 24,376.00	\$ 34,400.00	\$ 10,024.00
Sub	15-800	HVAC	Encon	\$ 186,895.00	\$ 197,587.00	\$ 10,692.00
Sub	15-801	Kitchen Exhaust Hood	Encon	\$ 55,894.00	\$ 60,333.00	\$ 4,439.00
Sub	15-810	HVAC Controls	Encon	\$ 20,000.00	\$ 21,050.00	\$ 1,050.00
Sub	16-001	Electrical	Vail Construction LLC	\$ 217,804.00	\$ 144,725.30	\$ 73,078.70
Sub	16-101	Low Voltage Wiring	Vail Construction LLC	\$ 10,452.00	\$ 10,452.00	\$
Sub	16-101	Fire Alarm Systems	ALLOWANCE	\$ 10,000.00	\$ 10,000.00	\$
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SUBCONTRACTOR & SUPPLIER BUY-OUT REPORT

Date - 4/28/2021

Project Name:		Naramake Elementary				
Job Number:		103-0253 EA				
Project Manager:		A.V. Tuchy				
Project Description:		Kitchen Addition and Interior Alterations				
Sub. or Mat.	Task Code	Task Description	Sub/Supplier	Total Budget	GMP Amount	Variance / Buy-out
			TRADE COST	\$ 2,081,715.00	\$ 2,180,492.19	\$ 98,777.19
AVT Forces	01-100	General Requirement:	A.V. Tuchy	\$ 161,134.00	\$ 174,439.37	\$ 13,305.37
AVT Forces	01-011	Liability Insurance	Harover	\$ 21,843.00	\$ 22,603.00	\$ 760.00
AVT Forces	17-004	Management Fees	A.V. Tuchy	\$ 94,732.00	\$ 99,462.68	\$ 4,730.68
AVT Forces	17-006	Project Contingency	A.V. Tuchy	\$ 103,834.00	\$ 109,025.00	\$ 5,191.00
			MANAGEMENT COST	\$ 381,343.00	\$ 406,534.95	\$ 25,191.95
AVT Forces	01-010	Bond Premium	The Watts Group	\$ 30,906.00	\$ 32,326.00	\$ 1,420.00
	01-065	Fire Marshal Review	Norwalk Fire Marshal	\$ 100.00	\$ -	\$ 100.00
	01-066	Zoning Permit	Norwalk Zoning	\$ 350.00	\$ -	\$ 350.00
	01-067	Building Permit	Norwalk Building	\$ 40,270.00	\$ -	\$ 40,270.00
			PROJECT TOTAL	\$ 2,534,684.00	\$ 2,618,353.14	\$ 83,669.14



McClintock Street
Norwalk, Connecticut 06851
Telephone: 203/847-2461
Fax: 203/847-7116

May 20, 2021

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

RE: Naramake Elementary School Kitchen Addition and Interior Alterations
State Project # 103-0253 EA
GMP – Part G – Alternates

ALTERNATE No. 1: Substitute Quarry Floor Tile in Kitchen with Epoxy Flooring System.

Reject 5.25.2021 AM
Supply labor and material to install 3/16" urethane cement solid color nonslip system with integral 6" cove base in all areas with specified quarry tile floor finish.

ADD/DEDUCT : NO CHANGE

- BP# 9.2 Ceramic Tile and Resinous Floors – Apex Tile LLC

ALTERNATE No. 2: Vinyl Wall Covering.

Supply VCW-1, specified on drawing FI-901, and install in lieu of accent paint on wall in cafeteria shown on drawing FI-101.

ADD/DEDUCT : \$7,395.00

- BP #9.4 Painting – Mackenzie

*TBD
5.25.21*

ALTERNATE No.3: Flexible Wood Veneer Wall Covering

Supply VCW-2, specified on drawing FI-901, and install around column covers in cafeteria and media room in lieu of paint as shown on drawing FI-101.

*TBD
5.25.21*

ADD/DEDUCT: \$7,235.00

- BP #9.4 Painting - Mackenzie



McClintock Street
Norwalk, Connecticut 06851
Telephone: 203/847-2461
Fax: 203/847-7116

May 20, 2021

Mr. Alan Lo
Building and Facilities Manager
City of Norwalk
125 East Avenue
Norwalk, CT 06851

RE: Naramake Elementary School Kitchen Addition and Interior Alternations
State Project #103-0253 EA
GMP Package – Part H – Exclusions

- Unforeseen Utilities
- Rock/Ledge Removal
- Soil Testing
- Soil Abatement
- Cost for Special Inspections
- Local Permit Fees
- Premium Time (M-F 7-4 pm are regular working hours)



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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

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

RE: NORWALK HIGH SCHOOL – CONSTRUCTION MANAGER
SELECTION

DATE: MAY 27, 2021

As part of the 2020-2021 capital budget, the City allocated funds for a new Norwalk High School improvement project. This project was approved via special state legislation in September of 2020 with a grant application deadline of December 31, 2020. The City completed the grant application in late December, proceeded with the hiring of an architect and initiated the Construction Manager (CM) RFQ/P process which spanned over the months of March, April and May.

This project consists of the construction of a comprehensive Norwalk High School with a new arts pathway (1,500 students) and a P-Tech School (500 students) on a combined campus. Construction will occur while the existing school is occupied and active. It is planned that the Science Wing addition, constructed in 2007 will remain and be renovated. The new school will be 328,238 square feet.

The new structure will be located on the same site of the existing occupied Norwalk High School. It is anticipated that the construction of the project will be “phased” due to the site constraints. It is expected that the phasing will be thought out thoroughly by the selected candidate and that all academic spaces are constructed in order for the students to move into their “traditional classroom spaces” and access their “specials” in the existing building while demolition of the old classroom spaces are underway. Once the classroom spaces of the existing building are removed, construction can begin on the new auditorium, gymnasium, kitchen and cafeteria.

The construction of a pool will not be included in this scope at this time due to the uncertainty of the budget to be able to accommodate one at this time. The CM will work with the design team to coordinate the optimal location for a pool should the budget allow.

The Construction Management Firm is being hired for pre-construction phase services to assist the design team in the development of plans and specifications and provide estimating services required for the State School Construction Grant. They will also provide value engineering, constructability review and construction phasing services. Following the pre-construction phase, a bidding phase for the construction work will take place and a final contract price (GMP) will be submitted to the common council for approval.

The RFQ/P was developed based on a two-step process. Interested firms submitted qualification packages outlining all of their experiences, capabilities and qualifications in accordance with the RFQ. The selection committee consisting of Sharon Connors and Carleen Megaro of the City's Purchasing Department; Council people John Kydes and Tom Livingston; the City's Building and Facilities Manager; Vanessa Valadares, Principal Engineer; Michael Yeosock Assistant Director of Transportation; Dr. Frank Costanzo and Bill Hodel of Norwalk Public Schools; and Senator Bob Duff. We reviewed all four submissions and developed a shortlist of three respondents to be interviewed. Jim Giuliano of CSG, the City's Program Manager, provided staff support for the selection process. The City conducted interviews with the three firms – Skanska USA Building Inc., Turner Construction Company, and Gilbane Building Company. After the interviews the Selection Committee selected Turner Construction Company and Gilbane Building Company to receive RFP's, the second step in the process. The following is a summary of the fee proposals:

Norwalk High School – New School - CM Cost Responses				
Firm	Preconstruction Phase Services	CM Fee	Staffing Costs	Staffing Hours
Turner Construction	\$452,681	1.74%	\$5,709,769	50,392
Gilbane	\$392,360	1.85%	\$6,125,898	52,585

Upon receipt of the fee proposals, the CM selection committee reconvened to review and discuss the proposals. The Committee conducted detailed analysis on the

various components of the two proposals. Recognizing that the staffing cost are projected amounts and based on assumed staffing positions and projected hours, the Committee concluded that there is no significant cost differential between the two firms. After much discussion the Selection Committee hereby recommends the award of this project to Gilbane Building Company based on completeness of their qualification statement/proposal, quality of their presentation and most importantly their past working experience/relationship with the City, including managing the previous Norwalk High School renovation project in 2005.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with Gilbane Building Company, as the Construction Manager (CM) for the Norwalk High School – New Construction Project. Terms of the agreement shall include the following:

- **Pre-Construction Phase Services (including reimbursable allowance) \$392,360**
- **CM Fees (% of total trade bids) 1.85%.**
- **CM Contingency (%of total trade bids) 2.5%**

**Following the bidding process, final Guaranteed Maximum Price (GMP) will be submitted to the Common Council for approval. Acct. #09215010
5777 C0787**



April 6, 2021

Ms. Carleen
Megaro, City of
Norwalk Purchasing
Department 125
East Avenue Room
202 Norwalk, CT
06856

CT Public School
Experience

in the past 10 years

70+ Projects

56 Occupied
Schools

#1 K-12 Builder
*by Building Design +
Construction 2020*



Norwalk Blue Minshon High School



Enfield High School



Francis Maloney High School
Middleton



West Haven High School

Qualifications for Construction Management Services
Norwalk High School | Project Number 4114

Dear City of Norwalk Purchasing Department and Common Council committee members,

Gilbane is pleased to submit our Construction Management Services qualifications for the new Norwalk High School. We are excited about this opportunity to continue our partnership with the City of Norwalk, CSG, LLC, and your selected design team.

We are confident that Gilbane's robust experience, knowledge and depth of resources position our proposed team to exceed your expectations and ultimately deliver a successful outcome. Below are the key differentiators highlighting why Gilbane is the right CM for the City of Norwalk to partner with:

- **Strong, seasoned team of school builders:** Gilbane has been building in Connecticut since 1944, having developed a strong track record and proven reputation with our clients, A/E partners, and subcontractors. Our Connecticut business unit is comprised of "A" list K-12 builders, so you are getting the best of the best with our proposed team that will be transitioning from West Haven High School and will be fully committed for the entire project duration. This team includes Senior Project Executive, Amar Shamas; Senior Project Manager, Nick Conti; Senior General Superintendent, Jeff Guilheault and Senior Project Engineer, Alondra DeLeon. They are experts in every facet of this project and possess the unique attention to detail, knowledge and team cohesiveness required for a successful project. There is no learning curve.
- **Unmatched public K-12 experience:** Gilbane is recognized as the industry and local leader in public K-12 school construction and CM at Risk services. Our performance is proven on over 70 public K-12 projects throughout Connecticut, 56 of which were phased and fully occupied during construction. We also have a 20+ year proven track record working with the Office of School Construction Grants and Review (OSCG&R) and the State of Connecticut DAS, including CHRO, minority/workforce requirements and High Performance Building Standards (HPBS). Our defined processes and best practices will facilitate and drive seamless timely reviews, approvals and execution.
- **Trusted relationships:** What also sets us apart is our established and valued working relationships with both the City of Norwalk and CSG, LLC. Since 2003, we have partnered successfully with the City of Norwalk on past school projects including Brien McMahon High School and program management services for the Capital Improvements assignment. We have also teamed closely with CSG most recently on West Haven High School, Enfield High School, Enfield JFK Middle School and New Lebanon Elementary School. Between our collective involvement with the City of Norwalk and CSG, we plan to leverage these relationships and our project understanding to bring this important mission to a reality for the entire Norwalk community.

**GILBANE
CORE VALUES:**

INTEGRITY

TOUGHMINDEDNESS

TEAMWORK

**DEDICATION TO
EXCELLENCE**

LOYALTY

DISCIPLINE

CARING

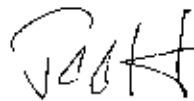
ENTREPRENEURSHIP

› **Proven project approach:** Because of our extensive experience, we know exactly how to manage an occupied site, phase the construction efficiently and drive the schedule to deliver this project successfully on budget. The core of our approach includes team continuity, risk mitigation, cost accuracy, schedule adherence, quality control and most importantly, safety. Our innovative Virtual Design & Construction (VDC) technology capabilities will also be a value-add in enhancing transparency, design team collaboration and document coordination (change order mitigation). This will all lead to a continuous transition from preconstruction through construction to ensure decisions are made in an informed and timely manner, all school operations remain uninterrupted and a high-quality on-time completion is achieved.

› **Family culture and core values:** Gilbane is a 150-year-old family-owned company with 5th and 6th generation family members active in various roles and departments. The culture at Gilbane is built upon our firm's core values of Integrity, Toughmindedness, Teamwork, Dedication to Excellence, Loyalty, Discipline, Caring and Entrepreneurship. Our employees and executive leadership continually demonstrate an innate, genuine adherence to all of our core values that preserve our culture. For Gilbane, it is not just about what we build. It is how we build, who we are, and the positive impact that we ultimately make on our clients and the communities we build in.

Thank you for considering Gilbane Building Company. We look forward to the next steps. Please contact me with any questions you may have.

Sincerely,



John R. Hawley, Vice President
c. 203-650-1933
jhawley@gilbaneco.com

Executive Summary | Meet Gilbane

Gilbane Building Company is a family-owned, global, comprehensive construction and facilities-related solutions firm. Building upon the success and proven track record of more than 150 years of experience, Gilbane is recognized as an industry leader that delivers innovative building solutions – from state-of-the-art sustainable buildings to the latest applications in construction methods and technology.

46
offices
serving clients in
10
countries

Family-owned
and operated for
6
generations

Founded in
1870 over 150 years of family-
owned values

#1 Integrity
Core Value
rated by our clients

Annual Revenue
\$6.5 B

Over
75% of our work is
from repeat clients



Gilbane in Connecticut

Gilbane's Glastonbury and Stamford offices offer seasoned professionals who deliver a full range of preconstruction, construction, and program management services to public, commercial, and institutional clients throughout the state. Gilbane began serving the local Connecticut commercial construction market 77 years ago. Since that time, we have remained a leader in the delivery of comprehensive preconstruction and construction services, and construction administration.

With over 90 Connecticut employees, we are one of the largest providers of construction management services in Connecticut. Projects managed range in size from \$25,000 to over \$200 million, and we bring a breadth of national experience along with in-depth knowledge of local subcontractors and suppliers to our Connecticut clients. We have established long-standing relationships with local authorities, contractors, and vendors.

One of Gilbane's unique strengths is our ability to deliver a strong local team with the resources of one of the country's largest construction management firms.


77 YEARS
in Connecticut


90+
Connecticut
Employees

#3
Top Contractor in
Connecticut
By Engineering News-Record
ENR 2021

#1
K-12 Builder
By Building Design +
Construction 2020

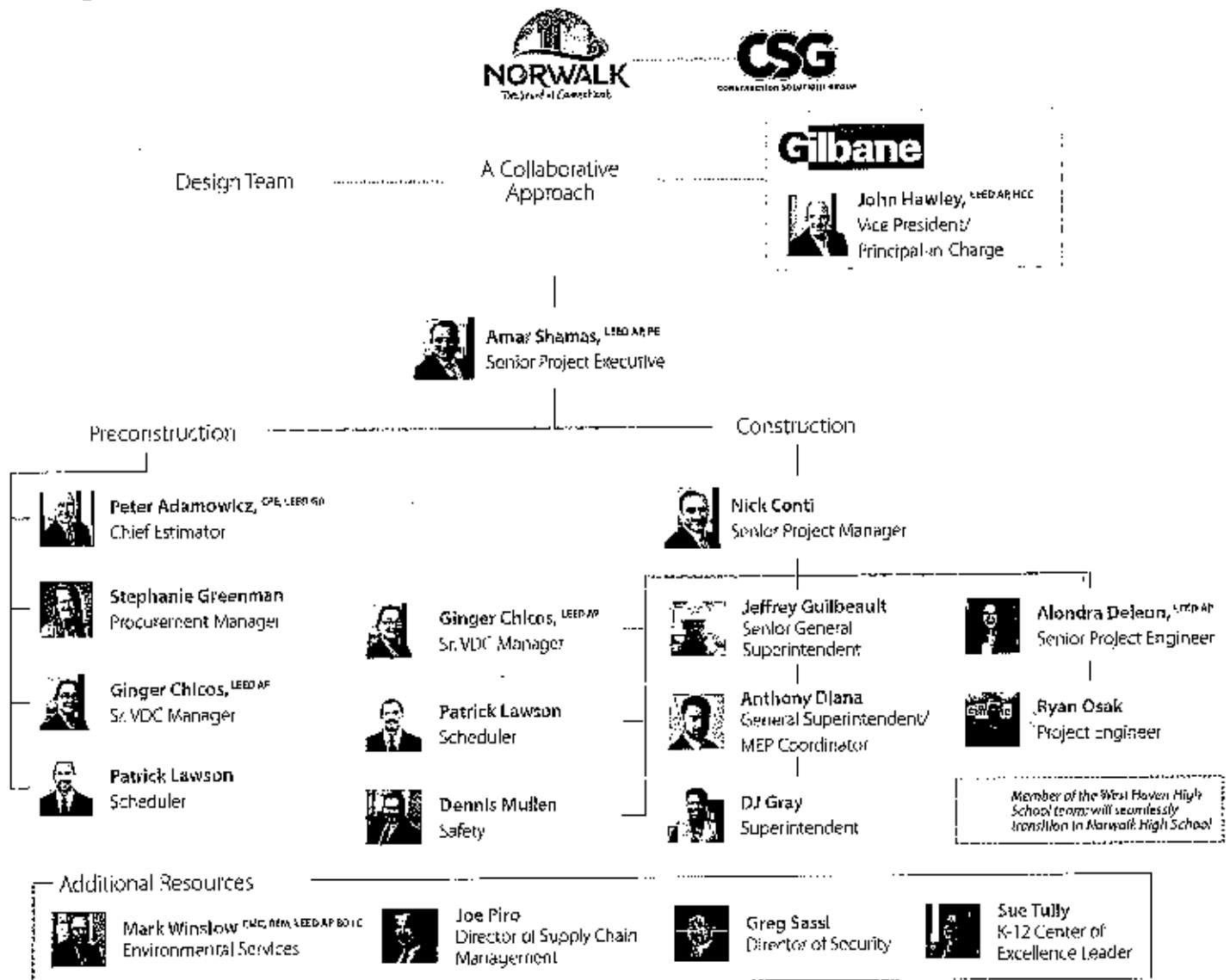
Completed in the past 5 years

24 CT K-12 projects **\$2.3B**



SECTION 3

Organization and Staffing





Phased Construction Activities on Occupied Campus



Our team understands the challenges of coordinating with students, staff, and visitors, as well as the constraints of working next to an operational elementary facility. Our local experience, coupled with our national K-12 Education Center of Excellence, provides valuable best practices and lessons learned to minimize disruption on campus and maintain a safe environment. In order to keep the project safe, timely, and on budget, our team will customize these best practices during each phase of the Norwalk High School project.



Strategic Planning – Early strategic planning with key players before scheduling any work activities. The collaborative nature of the phased planning process allows the team to solicit a wide range of input and comments, as well as enhance communication and collaboration on site.



Existing Conditions Survey – Surveys of the sidewalks, roadways, residential homes, and adjacent properties will be conducted and documented to ensure there are no challenges during construction with potential rework to areas that were already in disrepair prior to construction activities starting.



Phased Construction – Planned phasing of the project is necessary to minimize disruption to ongoing school activities. Gilbane considers what is happening at your school in order to coordinate when to do what.



Isolation of Construction Activities - We will take steps to 100% isolate the school, and everyone inside of it, from any construction activities and ensure the safety and well being of everyone involved.



Safety Communication Plan – Safety of staff, students, and guests on the Norwalk High School is the top priority for our team. Regular updates will be provided on traffic patterns through emails, social media, Sidewalk Superintendent newsletters and postings/signage. Construction and public traffic will remain separate and communication of changes to typical routes will be made immediately. Physical barriers are preferred over signage to keep distracted pedestrians safe.



Construction Phase Scheduling - Gilbane utilizes a Lean approach to scheduling that utilizes pull planning to develop the master project schedule as one of its first activities.

**GILBANE'S
BEST PRACTICES**



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDING AND FACILITIES MANAGER *AL*
RE : MIDDLE SCHOOL BATHROOM RENOVATION PROJECT
DATE: MAY 27, 2021

With the City's approval of capital budget funds in April 2021 for bathroom improvements at Nathan Hale, West Rocks and Roton middle schools (excluding Ponus since we renovated most of the bathrooms recently), we are faced with significant time constraints in order to implement any work this summer.

The normal process would start by hiring an architect, prepare construction documents, advertise for bids, submit bid results for approval and execute a construction contract. All of this would take approximately 3 months before we have a contractor on board. In an effort to develop an alternative strategy, Neil (City's property manager) and I conducted walkthroughs of all three schools and he prepared a summary of our findings/recommendations. We find that some bathrooms only require minor improvements while other bathrooms would require substantial work. We were able to delineate immediate improvements that can be implemented this summer (Phase I) while larger/more substantial improvements would be implemented in the summer of 2022 (Phase II).

In order to expedite the work this summer (which is a little less than two months from late June to mid August), I am proposing to execute a change order to Guardian Services contract with the City to implement the Phase I capital improvement work. Guardian is the City's Property Manager and they currently provide various building management and improvement services. Under this change order, Guardian will provide a contractual part-time project manager and construction labor through Local 30. The project manager will work with NPS facilities division to confirm equipment standards and overall strategy. The City, through Purchasing Dept., will

purchase all of the material for installation. Additionally, the project manager will work with the City's Purchasing Dept. to obtain trade contractor pricing for items such as electrical work and painting. All of the proposed Phase I improvements are significant and permanent in nature. For the bathrooms that are scheduled to be renovated as part of Phase II, we will only implement improvements that will not be impacted by Phase II. Upon completion of Phase I, the City will hire an architect to work with the project manager to identify all of the Phase II scope and the Architect will prepare all construction documents so that we are in position to bid out Phase II work in the spring of 2022.

The attached assessments itemized the required improvements for Phase I. Upon availability of the project manager, the project manager will reach out to NPS facility department to further refine Phase I scope and determine material requirements. The assessments also identified bathrooms that will be renovated as part of Phase II without delineating the specific scope within each bathroom at this time.

Attached is a proposal from Guardian based on the above implementation strategy. The proposal is based on hourly labor rate for 4 staff for approximately 8 weeks plus a part time project manager for a total not-to-exceed \$87,971.84 (including a 10% contingency). I am projecting that painting and electrical work to be an additional approximately \$45,000 and material would be \$40,000 for a total Phase I costs to be approximately \$180,000. It is my belief that Phase I improvements represent upgrades with a life of 10 to 15 years with continued maintenance.

ACTION REQUESTED:

Authorize the Office of Building Management to execute Change Order(s) on contract with Guardian Service Industries Inc. to provide project management and labors necessary to implement Phase I of the Middle School Bathroom Renovation Project for the summer of 2021 for a total not to exceed \$87,971.84. Funds are available in Capital Budget account #09225010 5777 C0807

GUARDIAN

SERVICE INDUSTRIES INC.

Alan Lo
City of Norwalk
Building and Facilities Manager

Re: Temporary project labor

Good morning Mr. Lo. Per our discussions, Guardian is pleased to provide the following labor rates for the Middle School restroom upgrade project as discussed:

- Full time Mechanic	\$56.32 per hour	\$2,260.87 per week
- Full time Apprentice	\$39.39 per hour	\$1,575.00 per week
- Part time Project Manager	\$93.00 per hour	

I am available to discuss at your convenience

Joe Large LEED AP
Executive Vice President
Jlarge@guardian-service.com
646-442-8971

~~Hydration, Payroll Taxes, Medical, Dental, Uniforms, Education, Tools, PPE, OSHA 10/30~~

Mechanic	\$ 30.23	\$ 6.05	\$ 13.34	\$ 1.91	\$ 0.38	\$ 0.44	\$ 52.34	\$ 4.19	\$ 56.52	\$ 2,260.87	X 2 Men for 8 Weeks	\$56,173.92
Apprentice	\$ 17.00	\$ 3.40	\$ 13.34	\$ 1.91	\$ 0.38	\$ 0.44	\$ 36.46	\$ 2.92	\$ 39.38	\$ 1,575.03	X 2 Men for 8 Weeks	\$25,200.48
Project Manager									\$93.00	\$1,860.00	X 10 Weeks	\$18,600.00

Total \$79,974.40
Plus 10% Contingency \$7,997.44
Grand Total \$87,971.84

55 Water Street
New York, NY 10041
GUARDIAN 24/7: 800-564-9501
Fax: 646-589-7069
www.guardian-service.com

Nathan Hale School Restroom Assessment – First Draft dated May 24, 2021

Principal Restroom – 1 Sinks and 1 Toilets

- Paint
- Replace One Faucet (1)
- Replace One Toilet (1) and Seat (1)
- Replace Flushometer (1)

Girls Locker Room

- Replace Eight 4' Lights (8)
- Paint
- Replace 2 Toilet Seat

Girls Physical Education Teacher's Office – 1 Toilet and 1 Sink

- Replace Toilet Seat (1)
- Replace Two 4' Light Fixtures (2)
- Replace One 4' Light Fixture (1)

Boys Locker Room

- Replace Nineteen 4' Light Fixtures (19)

Boys Physical Education Teacher's Office – 1 Toilet and 1 Sink

- Replace One Faucet (1)
- Replace Three 4' Light Fixtures (3)
- Replace One 2' Light (1)

Psychologists Restroom

- Replace One Faucet (1)
- Replace One – 3' Light Fixture (1)
- Replace Toilet(1) and Flushometer (1)

1st floor Boys Restroom (By Custodian Closet)

- Paint
- Replace Four 4' Light Fixtures (4)

1st Floor Girls Restroom (By Custodian)

- Replace Partitions in Future

1st Men's Room (By Custodian Closet)

- Replace Three Toilet Seats (3)
- Replace Twelve 4' Light Fixtures (12)

Isolation Restroom

- Future Renovation of Entire Restroom

Kitchen Restroom

- Replace Two 4' Light Fixture (2)
- Replace One 2' Light Fixture (2)
- Replace Ceiling Tiles
- Replace Sink (1) and Faucet (1)

Nurses Restrooms

- Replace Two Faucets (2) and Sinks (2)
- Paint

Central House Girls Room – 4 Sinks and 3 Toilets

- Replace Four Faucets (4)
- Replace Three Toilet Seat (3)
- Paint

Boys/Girls Room (Room 103)

- Replace Electric Heater in Girls Room

Boys/Girls Room (By Room 107)

- Both Restrooms Future Renovation
- Girls Room – Replace Handicap Button (1)
- Boys Replace Emergency Light (1)

2nd Floor Boys Room (By Room 211)

- Replace Toilet Seat (1)
- Replace Sink (1)
- Replace One 4' Light Fixture (1)
- New Ceiling Tiles
- Plate for Drain Cleanout for Wall (1)
- Replace Emergency Light (1)
- Patch and Paint

2nd Floor Girls Room (By Room 211)

- Replace Toilet Seat (1)
- Replace Sink (1)
- New Ceiling Tiles
- Patch and Paint

2nd Floor Boys Room (By Room 214)

- Replace Handicap Button (1)
- Replace One 4' Light Fixture (1)
- Future Renovation

2nd Floor Girls Room (By Room 214)

- Future Renovation

2nd floor Boys Restroom (By Custodian Closet)

- Paint
- Replace Four 4' Light Fixtures (4)
- Replace Two Sinks (2) and Two Faucets (2)
- Replace Emergency Light (1)

2nd Floor Girls Restroom (By Custodian)

- Replace Three Toilet Seats (3)
- Replace Four 4' Light Fixtures (4)
- Paint

2nd Floor Ladies Room (By Custodian Closet)

- Paint
- Replace One 4' Light Fixture (1)
- Replace Partitions in the Futures

2nd Floor Men's and Ladies – Teachers Only

- Replace Ceiling Tiles and Paint Grid
- Paint
- Replace One Toilets Seat in Each (1)
- Replace all Light Bulbs

Total estimated fixtures to be replaced along with budget:

- 12 - Faucets Total (\$500.00 Labor and Material) X 12= **\$6,000**
- 16 - Toilet Seats (\$45.00 each labor and material) X 16= **\$720**
- 65 - 3 and 4 foot Light Fixtures (\$350.00 per fixture (labor and material) x 65 = **\$22,750**
- 10 Restrooms to be Painted @ \$1500.00 each = **\$15,000**
- Misc. Repairs **\$2000.00**

\$46,750 Total

West Rock Restroom Assessment – First Draft dated May 24, 2021

1st floor Men's and Ladies Restrooms

- Replace Toilet Seats one in each (2)
- Replace Light Fixtures one in each (2)

1st floor Handicap Accessible Restroom

- Replace 4' Light Fixture (1)
- Check Exhaust

Nurses Boys and Girls Restrooms

- Replace Ceiling Tiles and Paint Grid
- To be Upgraded in Future

Boys Restroom by Room 191

- Replace Faucets (2) and Sinks (2)
- Replace Exhaust Diffuser
- Replace Light Bulbs and Clean Lenses
- Replace One Toilet Seat (1)
- Replace Two Faucets and Sinks (2)
- To be Upgraded in Future

Girls Restroom by Room 105

- Replace Four Faucets (4)
- Replace Light Bulbs and Clean Lenses
- Replace 4 Faucets (4)
- Replace Seven Toilet Seat (7)
- Adjust Partitions
- To be Upgraded in Future

Boys Restroom by Room 104

- Replace Ceiling Tiles
- Replace Four Faucets (4)
- Adjust Partitions
- Replace Light Bulbs or Replace Light Fixture and Clean Lenses
- To be Upgraded in the Future

Men's Restroom by Room 195

- Replace One Toilet Seat (1)
- Replace Light Bulbs and Clean Lenses
- Replace Ceiling Tiles

Women's Restroom by Room 195

- Replace Ceiling Tiles
- Replace One Light Fixture (1)
- To be Upgraded in Future

Girls Room by Room 195

- Replace Two Sinks (2) and Two Faucets (2)
- Replace Light Bulbs
- Replace Ceiling Tiles
- To be Upgraded in the Future

Girls Restroom by Room 19

- Replace Four Toilet Seats (4)
- Replace Ceiling and Grid
- Replace Three 4' Light Fixtures (3)
- Adjust Partitions

Boys Restroom by Room 18

- Replace Two Faucets (2)
- Replace One Toilet Seat (1)
- Replace Ceiling Tiles as Needed
- Replace Light Bulbs and Clean Lenses

Faculty Men's and Ladies Room by Room 202 (Mr. Jacksons Office)

- Replace Faucet in Each Restroom (2)

Boys Restroom by Room 230

- Replace Ceiling Tiles
- Replace Three Toilets Seats (3)
- No Exhaust (No diffuser)
- Replace Light Bulbs and Clean Lenses
- To be Upgraded in the Future

Girls Restroom by Room 230

- Replace Six Toilet Seats (6)
- Replace Four Light Fixtures (4)
- Replace Ceiling Tiles
- To be Upgraded in the Future

Girls Locker Room

- Replace Three Faucets (3)
- Replace Five Toilets (5)
- Re-seat Last Toilet
- To be Upgraded in the Future

Boys Locker Room

- Replace Physical Education Teachers Faucet (1)
- Replace Three Sinks and Faucets
- Replace Five Toilets (5)
- To be Upgraded in the Future

Teachers' Lounge Restroom

- Restrooms are in Good Condition
-

Total estimated Fixtures to be replaced and estimated budget:

- 22 - Faucets Total (\$500.00 Labor and Material) X 22= **\$11,000**
- 25 - Toilet Seats (\$45.00 each labor and material) X 25= **\$1,125**
- 11 - 4 foot Light Fixtures (\$350.00 per fixture (labor and material) x 11 = **\$3,850**
- Replace Light Bulbs and Clean Lenses - **\$2000**
- Ceiling Tiles - **\$4,000**
- Paint Ceiling Grid - **\$4000**
- Misc. Repairs **\$2000.00**

\$27,975 Total

Roton Middle School Restroom Assessment – First Draft dated May 24, 2021

East House Girls Room - 3 Sinks and 4 Toilets

- Paint
- Replace 3 Faucets
- Replace One Toilet Seat

Single Use Women's Room - 1 Sinks and 1 Toilet

- Replace Light Fixture 1 – 4' Light fixture
- Replace 1 Faucet

East House Boys Room – 3 Sinks, 3 Toilets and 4 Urinals

- Paint
- Replace 3 Faucets
- Replace Light Bulbs

Single Use Men's Room – 1 Sinks and 1 Toilet

- Replace 1 Faucet
- Replace Bulbs

Gender Neutral 1st floor – 1 Sink and 1 Toilet

- Replace 1 Faucet
- Replace 1 – 4' Light Fixture

Main Office Restroom – 1 Sink and 1 Faucet

- Paint
- Replace 1 Faucet
- Replace 1 – 4' Light Fixture

Nurse Restrooms – 2 Sinks and 2 Toilets

- Replace Toilet Seat

Two Staff Restrooms by Gym – 2 Sinks and 2 Toilets

- Replace 2 Faucets
- Replace 2 Toilet Seats
- Add 1 – 4' Light Fixture Above Sink
- Add 1 – 4' Light on Ceiling
- Replace Bulbs

Central House Girls Room – 4 Sinks and 3 Toilets

- Replace 4 Faucets
- Replace 3 Toilet Seat
- Paint

Central House Boys Room – 3 Sinks, 3 Toilets and 4 Urinals

- Replace 3 Faucets
- Replace 1 Stall Door
- Replace Light Bulbs
- Paint

Single Use Ladies Room (No Access)

Single Use Men's Room - 1 Sink and 1 Faucet

- Replace 1 Faucet

2nd Floor Main Girl's Room – 4 Sinks and 3 Toilets

- Replace 4 Faucets
- Replace 1 Toilet Seat
- Replace Light Bulbs
- Paint

Single Use Ladies Room – 1 Sink and 1 Toilet

- Replace 1 Faucet
- Replace Light Bulbs

2nd Floor Main Boys Room – 3 Sinks 3 Toilets 4 Urinals

- Re-adjust/Replace Partition and Doors (3)
- Replace 3 Faucets
- Replace 1 Toilet Seat
- Paint

Single Use Men's Room – 1 Sink 1 Toilet

- Replace Faucet

2nd Floor Girl's Room – 2 Faucets and 2 Toilets

- Replace 2 Toilets Seats
- Adjust Partitions
- Paint
- Replace 2 Faucets
- Remove Door Knob

2nd Floor Boys Room – 2 Sinks, 1 Toilet and 2 Urinals

- Replace 2 Faucets
- Paint
- Install Access Panels (currently 3 holes in walls)
- Replace 1 – 4' Light Fixture

Total estimated fixtures to be replaced and budget:

- 32 - Faucets Total (\$500.00 Labor and Material) X 32= **\$16,000**
- 11 - Toilet Seats (\$45.00 each labor and material) X 11= **\$495**
- 5 - 4 foot Light Fixtures (\$350.00 per fixture (labor and material) x 5 = **\$750.00**
- 9 Restrooms to be Painted = **\$18,000**
- 3 Restroom Partition Doors to be Replaced = **\$2400.00**
- Misc. Repairs **\$2000.00**

\$42,000 Total