

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: April 25, 2017

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS: Jeffrey A. Ingraham, Fair Housing Advisory Commission
Lewis W. Clark, Water Pollution Control Authority
John J. Flynn, Water Pollution Control Authority

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Discussion of negotiations pertaining to proposed option to purchase agreement by and between the City of Norwalk, The Norwalk Public Library Board and 587 CT Ave, LLC. **EXECUTIVE SESSION**

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE, PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a ninth amendment to the agreement between the City and Emergency Communications Network, LLC - Code Red, for the Code RED Emergency Notification System. Amendment will continue to provide an unlimited minute bank for the compensation amount of \$37,500 in FY 2017-2018.
2. Authorize the Mayor, Harry W. Rilling, to execute annual contract renewals with Emergency Communications Network, LLC – for the Code Red notification service as long as the vendor and cost (not to exceed \$37,500) remain the same.

Account No: 60-5258

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Approve to name the new Nathan Hale athletic complex in honor of the late Connecticut Supreme Court Chief Justice, Judge Robert J. Callahan as Honorable Robert J. Callahan Athletic Complex "The Judge".
2. Authorize the Mayor, Harry W. Rilling, to execute a Lease Agreement with Family & Children's Agency for the third floor of Ben Franklin Center based on utility payment of \$2.50/sf/year for:
 - June 1, 2017 to August 31, 2017 – 4,768 sf for a total of \$3,973.33
 - September 1, 2017 to August 31, 2019 - 7,127 sf for a total of \$17,817.50 per year with one 2-year renewal option.Remaining terms shall be as outlined in Alan Lo's memo dated April 24, 2017.
3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Lease Agreement with Mid Fairfield Child Guidance Center for the third floor of Ben Franklin Center, limited to Rooms #301A, #306, #307 and #310 (total 4,768 sf) based on utility payment of \$2.50/sf/year, from June 1, 2017 to August 31, 2017, for a total of \$1,474.38.
- 4a. Authorize the Mayor, Harry W. Rilling, to execute a contract with Domus Constructors LLC, for roof repairs on the Lockwood Mathews Mansion Museum for a total not to exceed \$167,400.

Account No: 0917/18 6310 5777 C0092

- 4b. Authorize the Historical Commission to execute change orders on Contract for a total not to exceed \$30,000.00.
- 5a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Domus Constructors LLC for the Lockwood Mathews Mansion Museum ADA Improvement Project for a total not to exceed \$422,474.00. Funds are available from the State DECD grant.

Account No: 09177100 5799 C0186.

- 5b. Authorize the Historical Commission to issue Change Orders on Contract for a total not to exceed \$32,885.00.
6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with David Scott Parker Architects, LLC to provide architectural services for the Lockwood Mathews Mansion Museum ADA improvement project for a total not to exceed \$21,700.00

State Grant Account No: 09177100-5799-C0186

- 7a. Approve Norwalk Facilities Construction Commission (NFCC), acting in accordance with Norwalk Ordinances, as the Norwalk School Building Committee for the Ponus Ridge Magnet School project.
- 7b. Authorize the preparation of schematic drawings and outline specifications for the Ponus Ridge Magnet School project.
- 7c. Authorize the filing of a school grant application to the State Department of Administrative Services for the Ponus Ridge Magnet School project. CT General Assembly defined project type is: **EA/CV** (EA) Extension/Alteration (aka, (E) Extension (aka, addition) and (A) Alterations aka improvements or renovation) / (CV Code Violation (aka, hazardous material remediation)
- 8a. Approve Norwalk Facilities Construction Commission (NFCC), acting in accordance with Norwalk Ordinances, as the Norwalk School Building Committee for the construction of a new South Norwalk School on the Ely Site.
- 8b. Authorize the preparation of schematic drawings and outline specifications for the construction of a new South Norwalk School on the Ely Site.
- 8c. Authorize the filing of a school grant application to the State Department of Administrative Services for the construction of a new South Norwalk School on the Ely Site. CT General Assembly defined project type is: **N** (N) New Construction.
- 9a. Approve Norwalk Facilities Construction Commission (NFCC), acting in accordance with Norwalk Ordinances, as the Norwalk School Building Committee for the West Rocks Middle School Window Replacement Project (2018).
- 9b. Authorize the preparation of schematic drawings and outline specifications for the West Rocks Middle School Window Replacement Project (2018).

9c. Authorize the filing of a school grant application to the State Department of Administrative Services for the West Rocks Middle School Window Replacement Project (2018). CT General Assembly defined project type is: **EC/CV** (EC) Energy Conservation (aka, window replacement) / (CV) Code Violation (aka, hazardous material remediation)

10a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with DPM Contracting LLC for ADA Alterations at Norwalk High School and Brien McMahon High School for a total not to exceed \$65,888.00

Account No: 09161000-5777-C0536

10b. Authorize the School Facilities Director to issue change orders on contract for a total not to exceed \$6,588.00.

11. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with PDF Engineering and Construction, Inc. for the Rowayton Elementary School Cafeteria Improvement Project for a total not to exceed \$150,000.00.

Account No: 09185010 5777 C0610.

12. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to Silver Petrucelli Associates' design services contract for West Rocks School Window Replacement Project for environmental remediation services for a total not to exceed \$24,854.00

Account No: 09175010 5777 C0566 and 09175010 5777 C0585

C. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Tighe & Bond for its Engineering Services for the Rowayton Pond Dam Project, for a sum not to exceed \$20,000.00

Account No: 09 14 4027 5777 C0440

2. Approve the Fourth Taxing District property extensions through September 30, 2016 as per the list dated April 5, 2017.

3. Authorize the Mayor, Harry W. Rilling, to execute an Easement Agreement with Norwalk Land Development LLC for installation and maintenance of tie-backs / soil nails and soil nail walls under North Water Street and Pine Street Extension in connection with the construction of the SONO Collection project.

4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Sealcoating Inc. for Project No. PM 2017-3 Proposed Hot-In-Place Recycling and Micro - Surfacing, for a sum not to exceed \$478,840.60.

Account No: 09 17 4021 5777 C0021

- 4b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Sealcoating Inc. for Project No. PM 2017-3 Proposed Hot-In-Place Recycling and Micro-Surfacing, for a sum not to exceed \$47,884.06

Account No: 09 17 4021 5777 C0021

5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with PRIME AE Group, Inc. for Scanning and Indexing Services pertaining to the EDMS Electronic Document Management System Project, for a sum not to exceed \$50,934.00.

Account No: 09 10 4031 5777 C0037
09 13 4031 5777 C0037
22 40 62 5741 (WPCA)

6. Authorize the Mayor, Harry W. Rilling, to execute an Escrow Agreement with Norwalk Land Development, LLC for SoNo Collection inspection services for a sum not to exceed \$299,730.00.

D. PLANNING COMMITTEE

1. Approve the applications listed in the attached memo for referral to the State for inclusion in the 2017 NAA tax credit program.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

FAIR HOUSING ADVISORY COMMISSION	M/C	Nwtk. Code 59-A (9/9/86)
JEFFREY A. INGRAHAM (U)		Term Expires – 09/01/2019

49 Bartlett Avenue
Norwalk, CT 06850

WATER POLLUTION CONTROL AUTHORITY	M/C	Nwtk. Code 91-2
LEWIS W. CLARK (R)		Term Expires – 04/01/2020

24 Creeping Hemlock Drive
Norwalk, CT 06851

JOHN J. FLYNN (D)	Term Expires – 04/01/2020
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9 Ledge Road
Norwalk, CT 06853

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AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY
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Mayor Rilling called the meeting to order at 7:37 p.m. and led the Assembly in reciting the Pledge of Allegiance.

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

I. ROLL CALL

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

Council at Large:	Mr. Richard Bonenfant Mr. Bruce Kimmel	Mr. Michael Corsello Mr. Nicholas Sacchinelli
District A:	Ms. Eloisa Melendez	Mr. Steve Serasis
District B:	Ms. Faye Bowman	Mr. Travis Simms
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Ms. Shannon O'Toole Giandurco	
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call, there were thirteen Common Council member present and two (2) absent (Mr. Hempstead and Mr. DePalma).

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

II. ACCEPTANCE OF MINUTES

Regular Meeting April 11, 2017

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

III. PUBLIC PARTICIPATION

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

Ms. Brenda Penn Williams said that 20 years ago, the City forced people and businesses out through eminent domain for nothing. Affordable housing was promised and now GGP is offering the City money to amend the LDA. She said that the City is being bought by developers and it has to stop. She asked that GGP keep their promise under Article 21.

Reverend Ray Dancy, representing the Macedonia church spoke in support of the amendment to the LDA because the project will bring jobs and a Class A footprint to Norwalk. Eliminating the hotel is disappointing, but GGP determined that a hotel on that site would not work. The funds they will pay to the City will become part of a newly formed community development fund. He said that they will not be able to open in 2019 if the agreement is not approved and that would be a disservice to the community.

Ms. Marge Costa spoke in support of GGP and said they have been very diligent in addressing concerns. She said that it would be good to go ahead with this project.

Reverend Lindsay Curtis, representing Grace Baptist Church spoke in favor of the mall. He said that it will be good for the City. Article 21 of the LDA is an important part of the whole contract and there is an opportunity to lift all boats; it allows an opportunity for the disadvantaged to engage in prosperity. He asked the Common Council to stay on top of this so those who can participate, can participate.

Ms. Diane Lauricella asked everyone to remember that she tried to assist, seek due diligence, study and ask questions. She spoke about the appointment of Mr. Blank to the Redevelopment Agency. She said that he was appointed to the Zoning Commission during a time that was not easy. He tried to make sure they had a new director, but also witnessed things that gave her pause. She said that she was concerned that for four years, there was an opportunity to change the Zoning at the BJ Wholesale site. She said she looked at his voting record on enforcement. She said that she hoped that after Mr. Blank's confirmation that he handle his duties in a transparent way.

Ms. Lauricella spoke against the Planning Commission item, C1 and asked that the Common Council spend two more weeks and go back to GGP to reason with them. She said that there are other viable uses, such as a YMCA or incubator space.

Ms. Shatiqua Flemming spoke in support of the mall because it will create jobs and bring in a lot of money to Norwalk. She said she would rather spend her money in Norwalk.

Ms. Winnie Mola said that she has been a real estate broker for 43 years. She said that over 25 years ago, she came before the Common Council to speak in favor of developing this property. She said that she is excited that GGP selected Norwalk to create the SoNo collection; the hotel was a nice addition, but with the present economy it is now a viable option. It has taken over 25 years to develop the property and now the City is on the brink of making a profit on the site. She asked the Common Council to support it even without the hotel. The SoNo collection will bring jobs to the community and increase property values.

Ms. Diane Cece said that she sent an e-mail to all of the members of the Common Council explaining her reasons to vote no on the agreement the GGP. She read two quotes from Mayor Rilling in support of the mall and from Mayor Rilling when he was a candidate for Mayor in opposition to the mall.

Ms. Patsy Brescia said that she was an early supporter of the mall. She said she ran for Mayor in 1975 and a major issue was what to do with the Reed - Putnam site. She said that she views this mall as an opportunity to connect South Norwalk and bring vitality to the center of town. She noted that she is a licensed real estate broker. Ms. Brescia said that each time something almost happened on the site, the market changed. She said that to jeopardize an investment that is going to make money does not make sense. She said that when she looks back and nothing was done with the property, the loss of jobs and tax revenue could have paid for schools.

Mr. Clay Fowler, said that his involvement with the site goes back 10 years. He said that as far as the hotel, it is unfeasible. Regarding GGP's request to modify the definition of a high-end retailer is second guessing them. He suggested supporting them by approving their request for modification.

Ms. Anne Hoeler, said she wants to be sure the mall is safe. She noted that several malls have Police Stations.

Ms. Melody Sweet said she supports GGP and that low paying jobs beats no paying jobs. She said her uncles lived on Putnam Avenue when she was a child. She said that the site looks awful for Norwalk and does not understand why anyone would say no to bringing jobs to Norwalk.

Mr. Bill Finger said that 25 years ago, he went before the Common Council and has seen a lot of history pass. He said that he is in support of the amendments with GGP. He said it is important that something built on that site is feasible. He said that among the many benefits, is the substantial spillover of spending in the area. He said that this is a unique opportunity to place SoNo in the consciousness in the minds of the rest of Fairfield County.

Mr. Bob Welch said that the Common Council has a big decision to make. He said he met with the GGP representatives and they were forthcoming with their numbers. He said the Common Council deserves to get advice from an independent real estate consultant. As it stands, it appears the developer is going to gain \$2 million a year. He agrees with all of the people who spoke about the benefits of the mall, but he added that he supports a balance. He said he hopes the City engages an independent real estate consultant.

Ms. Jennie Hue asked if the \$3.5 million payment will remain in the Reed-Putnam district. She said that she would like the Common Council to continue to fully realize access to the waterfront. She asked about circulation and asked who will be running it and what it he cost. She asked the Common Council to consider why GGP is asking for a revision to the language and asked that if a non-retail class establishment is becoming part of the mall that it be reviewed and approved by Zoning.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

No resignations were announced this evening.

APPOINTMENTS:

Adam J. Blank, Redevelopment Agency

Mayor Rilling announced that Mr. Bland withdrew his name.

REAPPOINTMENTS:

No reappointments were announced this evening.

MAYOR'S REMARKS:

Mayor Rilling thanked the participants of the City wide cleanup last week. He said there were 125 volunteers and it was gratifying to see so many people come out. He thanked the Public Works crew for their hard work and said they were unheralded heroes. He mentioned the Bulky Collection Schedule and Yard Waste Collection for spring of 2017. He also stated that Norwalk will celebrate National Small Business Week in conjunction with representatives from the Small Business Association.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS: There were no appointments announced this evening.

REAPPOINTMENTS: There were no reappointments announced this evening.

B. CONSENT CALENDAR:

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

BOARD OF ESTIMATE AND TAXATION

VI.B.1

RECREATION, PARKS AND CULTURAL AFFAIRS

VII.A.1, VII.A.3, VII.A.4, VII.A.5A, VII.A.5B, VII.A.7, VII.A.8,

FINANCE COMMITTEE

VII.B.1, VII.B.2, VII.B.3, VII.B.4

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

B. BOARD OF ESTIMATE AND TAXATION

- 1. RESOLVED, THAT A SUM NOT TO EXCEED \$40,000 BE AND THE SAME IS HEREBY TRANSFERRED FROM CONTINGENCY TO THE CORPORATION COUNCIL DEPARTMENT TO COVER THE COSTS OF ONGOING EXPENSES PERTAINING TO TAX APPEALS AND THE WALK BRIDGE PROJECT. (ACCOUNT NO. 01-03-00-5258).**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH NORWALK LACROSSE ASSOCIATION INC. FOR THE USE OF VETERANS PARK FOR A LACROSSE JAMBOREE "POUND ON THE SOUND" TO BE HELD SATURDAY, JUNE 10, 2017 AND SUNDAY, JUNE 11, 2017 FROM 8:00 AM – 6:30 PM EACH DAY. SET UP TO TAKE PLACE FRIDAY, JUNE 9, 2017 AT 3:00 PM WITH TEAR DOWN NO LATER THAN 8:30 PM ON SUNDAY, JUNE 11, 2017. ESTIMATED ATTENDANCE 2,500+.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH NATIONAL MARINE MANUFACTURERS ASSOCIATION TO USE TAYLOR FARM, CALF PASTURE BEACH, SHADY BEACH, AND MARVIN SCHOOL FOR PARKING DURING THE BOAT SHOW TO BE HELD THURSDAY, SEPTEMBER 21, 2017 THROUGH SUNDAY, SEPTEMBER 24, 2017.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH ROOM TO GROW TO USE OYSTER SHELL PARK FOR AN OBSTACLE COURSE/FUN RUN TO BE HELD SUNDAY, OCTOBER 1, 2017 FROM 9:00 AM – 7:00 PM. SET UP TO TAKE PLACE ON SUNDAY, OCTOBER 1, 2017 AT 7:00 AM WITH TEAR DOWN NO LATER THAN 7:00 PM ON SUNDAY, OCTOBER 1, 2017. ESTIMATED ATTENDANCE 100+.

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE LUPUS FOUNDATION OF AMERICA TO USE CALF PASTURE BEACH FOR A "WALK TO END LUPUS NOW CONNECTICUT" TO BE HELD SUNDAY, OCTOBER 15, 2017 FROM 3:00 PM – 7:00 PM. SET UP TO TAKE PLACE AT 11:00 AM ON SUNDAY, OCTOBER 15, 2017 WITH TEAR DOWN NO LATER THAN 8:00 PM ON SUNDAY, OCTOBER 15, 2017. ESTIMATED ATTENDANCE 500+.

5B. APPROVE THE USE OF THE SHOW MOBILE BY THE LUPUS FOUNDATION OF AMERICA FOR USE AT VETERANS PARK FOR THEIR "WALK TO END LUPUS NOW CONNECTICUT" ON SUNDAY, OCTOBER 1, 2017.

7. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE MARCHING BAND INC. (M.B.I.) TO USE THE ANDREW'S FIELD PARKING LOT FOR A CARNIVAL TO BE HELD THURSDAY, JUNE 15, 2017 FROM 6:15 PM – 10:00 PM, FRIDAY, JUNE 16, 2017 FROM 6:00 PM – 10:00 PM, SATURDAY, JUNE 17, 2017 FROM 6:00 PM – 10:00 PM AND SATURDAY, JUNE 17, 2017 FROM 3:00 PM – 10:00 PM. SET UP TO TAKE PLACE MONDAY, JUNE 11, 2017 AT 8:00 AM WITH TEAR DOWN NO LATER THAN 12:00 NOON SUNDAY, JUNE 18, 2017. ESTIMATED ATTENDANCE 500+.**
8. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE ROWAYTON SCHOOL PTA TO USE ROWAYTON SCHOOL FIELD AND GROUNDS FOR THEIR SCHOOL CARNIVAL TO BE HELD FRIDAY, MAY 12, 2017 FROM 10:00 AM – 5:00 PM AND SATURDAY, MAY 13, 2017 FROM 5:00 PM – 10:00 PM. SET UP TO TAKE PLACE THURSDAY, MAY 11, 2017 AT 10:00 AM WITH TEAR DOWN NO LATER THAN 6:00 PM NOON ON SUNDAY, MAY 14, 2017. ESTIMATED ATTENDANCE 500+.**

A. FINANCE COMMITTEE

1. **ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: APRIL 13, 2017.**
2. **FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED APRIL 13, 2017.**
3. **FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: MARCH 31, 2017.**
4. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH THOMSON REUTERS WESTLAW FOR SUBSCRIPTION SERVICES RELATED TO LEGAL RESEARCH FOR A SUM NOT TO EXCEED \$78,446.00. ACCOUNT NO: 010300-5234.**

**** MOTION PASSED UNANIMOUSLY**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

Due to a potential conflict of interest, Mr. Bonenfant recused himself and left the Common Council Chambers.

**** MR. SIMMS MOVED THE FOLLOWING ITEMS:**

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH THE NORWALK SEAPORT ASSOCIATION TO USE VETERANS PARK FOR THE ANNUAL OYSTER FESTIVAL TO BE HELD FRIDAY, SEPTEMBER 8, 2017 FROM 6:00 PM – 11:00 PM, SATURDAY, SEPTEMBER 9, 2017 FROM 11:00 AM – 11:00 PM, SUNDAY, SEPTEMBER 10, 2017 FROM 11:00 AM – 8:00 PM. SET UP TO BEGIN FRIDAY, AUGUST 25, 2017 WITH TEAR DOWN NO LATER THAN SATURDAY, SEPTEMBER 30, 2017.

ESTIMATED ATTENDANCE 30,000.

PROPOSED ADMISSION PRICE:

GENERAL ADMISSION - \$12.00

SENIOR (65+) - \$10.00

CHILDREN (5-12) - \$5.00

CHILDREN (UNDER 5) – FREE

ADVANCED TICKETS – ADULTS - \$10.00

2B. APPROVE THE USE OF THE SHOW MOBILE BY THE NORWALK SEAPORT ASSOCIATION FOR USE AT VETERANS PARK DURING THE NORWALK OYSTER FESTIVAL FROM FRIDAY, SEPTEMBER 8, 2017 THROUGH SUNDAY, SEPTEMBER 10, 2017.

**** MOTION PASSED UNANIMOUSLY**

Mr. Bonenfant returned to the Common Council Chambers.

**** MR. SIMMS MOVED TO AMEND THE FOLLOWING ITEM TO CORRECT THE BUSINESS NAME FROM JTL INDUSTRIES TO TJL INDUSTRIES**

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH JTL INDUSTRIES, LLC (DBA DALTON TRACK & TENNIS) FOR PROJECT #3740 TENNIS AND BASKETBALL COURT – CRACK REPAIR, COLOR COATING & STRIPING FOR A SUM NOT TO EXCEED \$93,996.00. ACCOUNT #'S 09176030-5777-C0321, 09186030-5777-C0321.

**** MOTION PASSED UNANIMOUSLY**

Common Council

April 25, 2017

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**** MR. SIMMS MOVED TO APPROVE THE FOLLOWING ITEM AS AMENDED**

- 5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH TJL INDUSTRIES, LLC (DBA DALTON TRACK & TENNIS) FOR PROJECT #3740 TENNIS AND BASKETBALL COURT – CRACK REPAIR, COLOR COATING & STRIPING FOR A SUM NOT TO EXCEED \$93,996.00. ACCOUNT #'S 09176030-5777-C0321, 09186030-5777-C0321.**

**** MOTION PASSED UNANIMOUSLY**

PLANNING COMMITTEE

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

- 1. APPROVE CITY AND REDEVELOPMENT AGENCY STAFF TO MODIFY THE REED PUTNAM URBAN RENEWAL PLAN AND AMENDMENT #4 OF THE LAND DISPOSITION AGREEMENT AS REQUESTED BY NORWALK LAND DEVELOPMENT LLC (GGP) AND TO UNDERTAKE ALL ACTIONS REQUIRED TO PREPARE THE RESPECTIVE DOCUMENTS FOR COMMON COUNCIL FINAL APPROVAL**

Mr. Kydes explained that this is not the final agreement, but allows the staff to begin the process. He asked the Common Council to move this item forward and come to an agreement that is agreeable to both parties.

Mr. Timothy Sheehan provided clarity of what the Common Council was voting on this evening. Two things need to happen; the modification to the LDA and to the Urban Renewal Plan. When they are modified, they will be forwarded to the Planning Commission for their consideration and then they would advise the Common Council. Mr. Sheehan said that this action begins the process to allow the modifications.

Ms. Maggio asked if it is true there is a set 60 days. Mr. Sheehan said he believes the City is going to try to keep to the timeline. He added that there are no final approvals this evening. If the various boards and commissions need more time, then that is what they require. Mr. Igneri said that process started tonight, will include public hearings on both the Urban Renewal Plan and the LDA. Mr. Kydes added that the Planning Committee will also hold a public hearing.

Mr. Simms said that he has been a huge supporter of the mall, but is disturbed by their request to change the LDA. He said that he would like to see something added like housing, or leave the hotel in the plan.

Mr. Bonenfant said that he appreciated Mr. Kydes' statement that the Planning Committee would hold a public hearing. He said that people are implying that this has been going on for years and years. He noted that the City met its end of the bargain; it was the developers that held it up.

Ms. O'Toole Giandurco said that she is in favor of the project, but her concerns have been alleviated by hearing that public hearings will be held. She said that the 60 day turn around can be tough and asked how the \$3.5 million will be spent. She said that the change in retailer is not a minor change and asked to have the motion broken down in a few pieces.

Mr. William Hennessy said that this is the last piece of the property in Reed-Putnam to be developed. The driving urgency is that the two anchors have a commitment to be in position to occupy the space in October 2019. Public hearings will be held on this. In addition to the ones by the Planning Committee and the Redevelopment Agency, the Zoning Commission will hold a public hearing.

Mr. Hennessy explained that the hotel is not feasible for this project. He said they are here because they need to amend the LDA and Urban Renewal Plan. The LDA now requires a mixed-use area. He said they are not looking for a final vote; they are looking for approval to move forward. The rationale is in the meeting back up packet.

Mr. Hennessy said they also added language to do with the anchors of high quality for 15 years. He said that the mall is being built to be a part of this community for decades and decades. They have a signed lease with Bloomingdales and Nordstrom's and have operating agreements that go past the 10-year agreement. In the future, they would have to substitute the anchor, but they always want to have a class A mall.

Mr. Livingston said he understood the need for flexibility in the future, but wants to ensure that it is a high-quality tenant. He suggested examining the language more closely. Mr. Hennessy said that he believes this is the perfect spot in America to build this facility. He said that in the future if they have to substitute an anchor, there is still the Zoning process and the Common Council, under the LDA, will have the right to dispute that.

Mr. Doug Adams said that they are asking for two modifications. They are important for them to move forward, because they are running out of time. He said they do not develop hotels, and would have to bring in partners who would own the hotel. He said they can't take the drag for a non-core asset and bury it in their asset.

Mr. Adams said the site is extremely tight and there are very few places to put a hotel. It would have to be a high rise that would be competing with other hotels built on grade. Mr. Serasis asked about the length of time a hotel would be operated at a loss. Mr. Adams said it would be almost infinite; they are looking at well over a decade.

Ms. O' Toole Giandurco said they have to do right by the citizens and asked that a public hearing be part of the process.

**** MS. O'TOOLE GIANDURCO MOVED THE FOLLOWING AMENDMENT:**

- 1. APPROVE CITY AND REDEVELOPMENT AGENCY STAFF OPEN NEGOTIATIONS WITH NORWALK LAND DEVELOPMENT AND REVISIT THE DEFINITION OF AN ANCHOR OF HIGH QUALITY AND TO MODIFY THE REED PUTNAM URBAN RENEWAL PLAN AND AMENDMENT #4 OF THE LAND DISPOSITION AGREEMENT AS REQUESTED BY NORWALK LAND DEVELOPMENT LLC (GGP) AND TO UNDERTAKE ALL ACTIONS REQUIRED, INCLUDING HOLDING AT LEAST TWO PUBLIC HEARINGS, TO PREPARE THE RESPECTIVE DOCUMENTS FOR COMMON COUNCIL FINAL APPROVAL**

A brief discussion took place.

Ms. O' Toole Giandurco withdrew her motion.

**** MR.IGNERI MOVED THE FOLLOWING AMENDMENT**

APPROVE CITY AND REDEVELOPMENT AGENCY STAFF TO MODIFY THE REED PUTNAM URBAN RENEWAL PLAN AND AMENDMENT #4 OF THE LAND DISPOSITION AGREEMENT AS REQUESTED BY NORWALK LAND DEVELOPMENT LLC (GGP) AND TO UNDERTAKE ALL ACTIONS REQUIRED, INCLUDING AT LEAST TWO PUBLIC HEARINGS, TO PREPARE THE RESPECTIVE DOCUMENTS FOR COMMON COUNCIL FINAL APPROVAL

Ms. Bowman asked if the deal that was in the paper is in negotiations. Mayor Rilling said that no final changes are in effect as of this vote this evening. Mr. Serasis said they are on "Let's Make a Deal" and not "The Price is Right".

Mr. Corsello asked Mr. Coppola about the necessity of the amendment, since the public hearings are required. Mr. Coppola said that the motion clarifies that there will be at least two public hearings.

**** THE AMENDMENT PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. KYDES)**

**** MAIN MOTION AS AMENDED PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. BONENFANT)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MR. LIVINGSTON MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was adjourned at 9:34 p.m.

ATTEST: _____
Donna King, City Clerk



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

EDUCATION

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

PROFESSIONAL EXPERIENCE

1989 – Present Calvary Baptist Church, Norwalk, CT
Pastor

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

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

DENOMINATIONAL ACTIVITIES

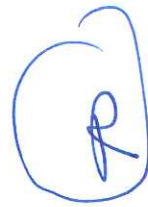
2001 – Present Vice Moderator, Judah Association
(Connecticut State Missionary Baptist Convention)

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

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

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

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



Water Pollution Control Authority

Resume of Qualifications for Board Appointment

Name: Lewis W. Clark

Address: 24 Creeping Hemlock Dr. Norwalk CT. 06851

Occupation: Retired Birthday: 03/11/1938

Education: BS Chemical Engineering 1960, Carnegie Mellon University

MS Chemical Engineering 1964 Kansas State University

Work History: Twenty-six years with Dorr-Oliver Inc. , Stamford, CT , a manufacturer of process equipment for the environmental and metallurgical industries. I was a process engineer for the design, sale and commissioning of a line of equipment. Later became head of the Process Engineering Department with an expertise in fluid bed incineration.

First visited the Norwalk plant in the late 1970's when Norwalk was incinerating their sewage sludge. For the next 25 years was in and out of the plant troubleshooting problems, commissioning the second Norwalk incinerator and sales visits with Dorr-Oliver customers.

WPCA Board member since 2007.



John J. Flynn Consulting Engineers, LLC



May 1, 2017

Ralph Kolb, P.E.
Sr. Environmental Engineer
Norwalk Water Pollution Control Authority
15 South Smith Street
Norwalk, CT 06855

Dear Mr. Kolb:

In response to your request for my resume in order to renew my membership to the Water Pollution Control Authority, I have not had need to prepare a resume for more than fifty years and unfortunately, have no former resume that I could update for your benefit. I do, however, have the following information to provide.

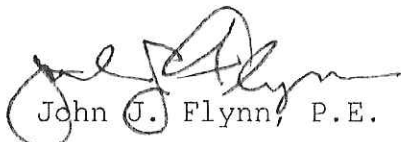
I have been fortunate to represent some of the more prestigious addresses on the upper East and West sides of Manhattan.

I am a civil, structural consulting engineer, licensed to practice engineering in the states of New York and Connecticut. My New York license is valid until July of 2019; Connecticut registration is valid through January of 2018.

I have been in professional engineering practice owning my own firm since 1965, specializing in the structural repair to high-rise apartment buildings in Manhattan. I have served a large number of real estate management companies with responsibilities for maintenance and repair to their buildings' facades (ranging from twelve to twenty-five stories in height) and other portions of their structures including apartment alterations, some of which are extraordinary in their magnitude.

I am semi-retired at the present time and am therefore able to participate in the NWPC affairs. I would welcome the opportunity to continue as a Board member. I have enjoyed my relationship with you and the other members, and hope to become more involved in NWPC matters in the future.

Sincerely,



John J. Flynn, P.E.

VII.A

NINTH AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
EMERGENCY COMMUNICATIONS NETWORK, LLC
F/K/A EMERGENCY COMMUNICATIONS NETWORK, INC.
FOR
CodeRED EMERGENCY NOTIFICATION SYSTEM

WHEREAS, the City of Norwalk, Connecticut (the CITY) and Emergency Communications Network, Inc., entered into an Agreement dated February 1, 2009 for the Code Red Emergency Notification System (hereinafter the "System") and related equipment and services; a First Amendment to Agreement dated June 16, 2010; a Second Amendment to Agreement dated December 14, 2011; a Third Amendment to Agreement dated June 27, 2012; a Fourth Amendment to Agreement dated April 15, 2013; a Fifth Amendment to Agreement dated June 11, 2013; a Sixth Amendment to Agreement dated August 5, 2014; a Seventh Amendment to the Agreement dated June 15, 2015; and an Eighth Amendment to Agreement dated August 12, 2016 (as amended to date, the "Agreement"); and

WHEREAS, the parties now wish to further amend the Agreement in order to extend the term for the license and use of the System for an additional one year period.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

AGREEMENT TERM

Article 6 of the Agreement is hereby further amended to include the following:

The term of this Agreement is hereby extended to be effective for an additional twelve-month period from July 1, 2017 through June 30, 2018. This term may be further extended by future agreement(s) for annual compensation amounts not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) Any such extensions must be expressed in writing and signed by duly authorized representatives of each.

COMPENSATION

Article 4 of the Agreement is hereby further amended by inserting the following:

For the extension term of July 1, 2017 through June 30, 2018 the CITY will compensate the CONTRACTOR the annual fee of **Thirty Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00)** for unlimited access and use of the System and System Minutes during the extension term, as set forth on **Exhibit A-4** of the Fourth Amendment.

The compensation amount payable during any future extension term(s) for which the CITY renews its license and rights for the Services and System Minutes hereunder shall be **Thirty Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00)** annually.

REMAINING TERMS UNAFFECTED

All other provisions of the Agreement, as amended, shall remain in full force and effect, except as they may be inconsistent herewith.

The CONTRACTOR represents to the CITY as follows:

That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and as such constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, this _____ day of _____, 2017.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____

Harry W. Rilling
Its Mayor
Duly Authorized

Signed, Sealed and Delivered
in the Presence of:

Emergency Communications Network, LLC

Witness

Witness

By: _____

David DiGiacomo
Its Principal
Duly Authorized

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____

By: _____
Comptroller

Date Signed: _____



Norwalk Old Timers' Athletic Association, Inc.

P.O. Box 125

Norwalk, Connecticut 06852-0125



TO: Norwalk Recreation, Parks and Cultural Affairs Committee
FROM: George Albano

As a local sports writer for more than four decades, an executive board member with the Norwalk Old Timers Athletic Association, and a lifelong resident who has followed and documented the sports history of our city, I feel the recently completed athletic complex behind Nathan Hale Middle School is the best Norwalk has ever seen.

The two state of the art multi-purpose fields featuring artificial turf, lights, electric scoreboard and bleachers makes it a shining star that the entire city can be proud of and one that rivals anything surrounding towns offer. I stated as much in a column I wrote for *The Hour* Newspaper on October 2, 2015, the day before the complex was officially christened during a ceremony.

I also wrote in that column that Norwalk's newest venue was missing just one thing: *A name*. Later in the same column, I suggested that naming the athletic complex in honor of the late Robert J. Callahan, one of the greatest all-around athletes Norwalk ever produced, and who would go on on to become the Connecticut Supreme Court Chief Justice, would be a richly deserving tribute.

As an athlete, 'Bobby' Callahan, as he was known to friends, classmates and teammates, was in a class by himself. A 1948 graduate of Norwalk High School, Mr. Callahan helped lead the Green and White football team to the 1945 County championship as a sophomore. He also starred as a junior and senior before taking his talents to Boston College, where he was an outstanding defensive back. In fact, the Chicago Bears of the NFL signed him out of college and he very nearly made the team.

Mr. Callahan also led the Norwalk High baseball team in hitting in both 1947 and '48 while winning the Norwalk Twilight League batting title in 1947 with a .510 average. Four years later, he captured the 1951 Intertown League batting crown. The multi-talented athlete also played hockey and basketball at NHS, and later starred and coached three sports while in the U.S. Army.

He returned home after serving his country in 1957, the same year he helped start the Norwalk Athletic Association and served as the organization's first president. Through the NAA, Mr. Callahan was one of a handful of dedicated Norwalk sportsmen who introduced the city's youth to Pop Warner Football, and was one of the original coaches on the first Norwalk Ramblers team.

In addition, he served several years on the Norwalk Recreation and Parks Commission, including two terms as chairman.

Mr. Callahan's achievements in the athletic arena is surpassed only by his high marks in the courtroom during a 40-year career. He rose from a prosecuting attorney for the Norwalk City Court, to a judge of the Circuit Court and later elevated to Superior Court, to being nominated to the Connecticut Supreme Court by Gov. William A. O'Neill and becoming a member of the state's highest court in June 1985.

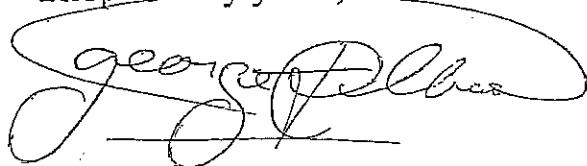
Then on August 29, 1996, Norwalk's Robert J. Callahan was sworn in as the 34th Chief Justice of the Connecticut Supreme Court, a position he held until his retirement in September 1999.

Add it all up and I hope members of the Norwalk Recreation, Parks and Cultural Affairs Committee agree with me that this is a life worth honoring and memorializing. What better way than dedicating the city's newest athletic complex in his name.

Mr. Callahan became known to his Norwalk friends as "The Judge", even after becoming the state's Chief Justice. As I wrote in my column 15 months ago, I can see local athletes and fans referring to the Robert J. Callahan Athletic Complex as quite simply "The Judge."

It would certainly be a perfect tribute to a man who represented athletic excellence on the field and made an enormous impact off it, while epitomizing the word dignity in both.

Respectfully yours,

A handwritten signature in cursive script, reading "George Albano". The signature is written in dark ink and is positioned below the "Respectfully yours," text.

George Albano



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : **BEN FRANKLIN CENTER –
FAMILY & CHILDREN AGENCY REQUEST**

DATE: REVISED APRIL 24, 2017 (ORIGINAL DATED MARCH 29, 2017)

The third floor of Ben Franklin Center is currently leased to Mid Fairfield Child Guidance Center for their various afterschool programs. They are looking to reduce their program services due to major funding reduction and they intend to amend their lease agreement for the use of a smaller portion of the third floor beginning on June 1, 2017 until the end of their lease period which is August 31, 2017.

With the anticipation of Mid Fairfield Child Guidance Center's lease adjustment/termination, Family & Children's Agency would like to lease the third floor for their ASPIRE afterschool program. Attached is information regarding Family & Children's Agency as well as description of their afterschool program.

The terms of the Agreement shall be as follows:

- Agreement period: Initial term from June 1, 2017 to August 31, 2017 for Rooms #302, #304, #305 #308, #309 and kitchen for a total of 4,768 square feet. Full term shall begin on September 1, 2017 to August 31, 2019 for Rooms #301A, #306, #307, #310, #302, #304, #305 #308, #309 and kitchen for a total of 7,127 square feet with an one 2-year renewal option thereafter.
- Payment shall be calculated by the City based on \$2.50 per square foot per year to cover utility costs which does not cover facility repair and maintenance costs. Payment for initial term shall be \$3,973.33. Annual Payment for full term shall be \$17,817.50. Payment shall be made quarterly at the beginning of each quarter.

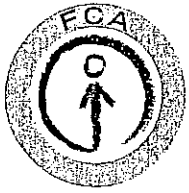
- Subleasing subject to City approval
- Lessee will provide general liability insurance coverage
- Both parties have the rights to terminate within 90 days of written notice
- The Office of Building Management may incorporate other operating requirements necessary for the proper management and operation of the building.
- Lessee shall obtain prior approval from Office of Building Management for all tenant fit-up and improvements, including but not limited to, painting, replacement light fixtures, door hardware, etc.
- Lessee shall be responsible for all telecommunication/IT installation and services throughout the Leased Premises.
- Lessee will be responsible for janitorial services of the Leased Premises as well as third floor common areas (hallways, bathrooms, etc.). The repair and replacement of building systems/infrastructure (except repairs that are caused by misuse or vandalism by the Lessee) shall be the responsibility of the City
- It is the responsibility of the Lessee to secure and maintain all program required licenses for the operation of its programs.

ACTION REQUESTED:

“Authorize the Mayor, Harry W. Rilling, to execute a Lease Agreement with Family & Children’s Agency for the third floor of Ben Franklin Center based on utility payment of \$2.50/sf/year for:

- June 1, 2017 to August 31, 2017—4,768 sf for a total of \$3,973.33
- September 1, 2017 to August 31, 2019- 7,127 sf for a total of \$17,817.50 per year with one 2-year renewal option.

Remaining terms shall be as outlined in Alan Lo’s memo dated April 24, 2017”



Family & Children's A G E N C Y

9 Mott Avenue
Norwalk, CT 06850
Tel: (203) 855-8765
Fax: (203) 838-3325
www.FamilyandChildrensAgency.org

Chairman
Lisa Lillie

Vice-Chairmen
Charles Pieterse
Maria Wilcox

Secretary
Rita Marber

Treasurer
Richard Zaremski

Vice-Treasurer
Wenton Camporin

Chair Emeritus
Julene Greenshields

At-Large
Mark Lux

Directors
Georgia Adams
Audrey Andrew
David Barnard
Susan Beyman
Mary-Pat Cottrell
Michelle Doggett
Dianne Green
Kristine Reddington Herlyn
Noelle Hughes
Rachel Lieberman
Lisa Lillie
Virginia Martin
Kathleen P. Murphy
William O. Murphy
Daniel O'Connor
Karen Scappaticci
Jordan Scott
Michael Stein
Douglas Stern
Sharon Sullivan
Brian Vendig
Trish Weber

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Stephen Beck
Mark Brown
Jill Dimitrief
Ana Goizueta
Matthew Greene
Stacy Holmén
Raymond Moskow
Dana Nickel
Maurice Segall
Charlotte Taverna
Donna Walker
William O. Webster
Sheryl Williams

President & CEO
Robert F. Cashel, LCSW

Mr. Alan Lo
Building and Facilities Manager
Department of Public Works
City of Norwalk
P.O. Box 5125
125 East Avenue
Norwalk, CT 06856-5125

Dear Mr. Lo,

On behalf of Family and Children's Agency, I would like to formally request a multi-year lease beginning June 1st 2017 with the City of Norwalk to utilize the entire 3rd Floor space at Ben Franklin for our ASPIRE after school program which currently serves 50 middle school students from public schools in Norwalk. As we discussed, we will provide you with a certificate of insurance. Please let me know if you have any additional questions. Many thanks for your assistance in this matter.

Sincerely,

Robert F. Cashel
President, CEO



Agency Overview

Family & Children's Agency (FCA) was established in 1942 as the Family Service Bureau of Norwalk. The initial focus was on counseling women and families as they sought to cope with stress, separation and loss during World War II. In the nearly 75 years since, FCA has grown to become one of the largest human service providers in Fairfield County. As leading nonprofit, 501(c)(3) human service organization, the Agency's mission is to partner with individuals, families, organizations, and communities to build better lives. We work to build families through our Foster Care and Adoption programs. We work to strengthen families through our Child & Family Development and Family Support programs, including our after school program (ASPIRE). We work to stabilize families through our Behavioral Health services and programs for individuals experiencing homelessness (Community Connection). Finally, we work to help seniors age with dignity through our Home Care programs.

ASPIRE

Turning risk into resilience through focusing on academics, strengthening supports and building assets from sixth to twelfth grade.

ASPIRE offers multi-faceted, longitudinal programming for at-risk youth from sixth to twelfth grade. The program has a unique wrap-around approach that focuses on academics, builds social-emotional assets and strengthens systems of support to empower at-risk youth in Norwalk, CT to graduate high school either college or career ready. ASPIRE is specifically designed for at-risk middle and high school students and all youth served meet at least one of the following risk criteria: racial or ethnic minority status; income eligible for free or reduced lunch; below goal in one or more areas of the Connecticut Mastery Test (CMT); and academic, social or familial challenges that inhibit the educational achievement or the educational process. By working with at-risk youth from sixth to twelfth grade, we ensure that youth are not only enrolled in school but succeeding. In fact, in the 2015-2016 program year, 100% of twelfth graders in ASPIRE not only graduated high school but were enrolled in college or vocational training.



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : **BEN FRANKLIN CENTER – MID FAIRFIELD CGC –
LEASE AMENDMENT**

DATE: APRIL 24, 2017

The third floor of Ben Franklin Center is currently leased to Mid Fairfield Child Guidance Center (CGC) for their various afterschool programs. They are looking to reduce their program services due to major funding reduction and they would like to amend their lease agreement for the use of a smaller portion of the third floor beginning on June 1, 2017 until the end of their lease period which is August 31, 2017. The amended lease agreement will only include Rooms #301A, #306, #307 and #310. The total area of these rooms is 2,359 square feet. The rental cost will be calculated based on \$2.50 per square foot per year. This rate applies to 501c-3 non-profit organizations operating community programs within the building. This rate covers utility costs only and does not cover facility repair and maintenance costs. The total cost for this period is \$1,474.38. Remaining terms of the lease agreement will remain unchanged.

As a separate note, please be advised that Family and Children Agency will be leasing the remaining third floor as outlined in a separate memo.

ACTION REQUESTED:

“Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Lease Agreement with Mid Fairfield Child Guidance Center for the third floor of Ben Franklin Center limited to Rooms #301A, #306, #307 and #310 (total 4,768 sf) based on utility payment of \$2.50/sf/year, from June 1, 2017 to August 31, 2017, for a total of \$1,474.38.”

Historical Commission
City of Norwalk
125 East Ave
Norwalk, CT 06851

April 25, 2017

Land Use & Building Management
Common Council, City of Norwalk
125 East Avenue
Norwalk, CT 06851

Dear Committee Members:

The Historical Commission has worked with architects to develop a multi-phase plan to resolve the roof leaks at the Lockwood Mathews Mansion. We have completed three phases and received bids for the fourth phase. A bid summary is attached.

This phase will replace the four remaining flat roofs that have not been previously replaced, complete the re-flashing of the large dormers that were not done in previous phases, and line all of the gutters with flashing material to prevent leaking from ice build-ups. The two chimney caps that were destroyed in Hurricanes Sandy and Irene will also be replaced.

We do not know the conditions of the sheathing underneath the flat roofs until these are removed. Additionally, there may be some minor re-pointing that may be required as the work is conducted. Therefore, we are recommending a contingency budget of \$30,000 for this project.

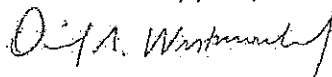
Purchasing issued an RFP to solicit bids for the project based upon specifications developed by our architect. We are recommending awarding the bid to the low bidder, DOMUS Constructors LLC, in the amounts of \$167,400 for the base bid and \$30,000 of contingency for a total authorization of up to \$197,400.00. See attached for the bid summary.

The proposed action is:

AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH DOMUS CONSTRUCTORS LLC, FOR ROOF REPAIRS ON THE LOCKWOOD MATHEWS MANSION IN THE AMOUNT NOT TO EXCEED \$167,400. ACCOUNTS 09176310 5777 C0092 and 09186310 5777 C0092.

AUTHORIZE THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON THE CONTRACT NOT TO EXCEED \$30,000.

Sincerely yours,



David G. Westmoreland
Chairman

Attachment

Historical Commission
City of Norwalk
125 East Ave
Norwalk, CT 06851

3725R Roof Repair -Lockwood Mathews Mansion Museum Phase IV
04/07/17

Bid Comparison / Assessment:

Total Available funds 300,000

Fees (Not to Exceed) 7,500

10% Contingency (based on total budget) 30,000

Construction 262,500

Bidder	Capasso		Domus	
	<u>Unit Cost</u>	<u>Cost</u>	<u>Unit Cost</u>	<u>Cost</u>
Accept:				
A. Kemper Roofing		76,200.00		87,000.00
B. Re-flashing Dormers		47,300.00		42,000.00
C. Re-line Gutters (\$/LFx 800LF)	102/LF	81,600.00	45/LF	36,000.00
D. New Chimney Caps (\$ x2)	2,950 Ea.	5,900.00	1,200 Ea.	2,400.00
SUBTOTAL		\$ 211,000.00		\$ 167,400.00
From \$30,000 Contingency Fund as needed:				
E. Roof Sheathing Replacement (\$/SF x 2200SF)	5.75/SF		25.00/SF	
F. Repointing	15.00/LF		38.00/LF	
CONTINGENCY		\$ 30,000.00		\$ 30,000.00
TOTAL		\$ 241,000.00		\$ 197,400.00



DEPARTMENT OF PUBLIC WORKS

TO : MEMBERS OF NORWALK COMMON COUNCIL
MEMBERS OF LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

RE : LOCKWOOD MATHEWS MANSION MUSEUM –
ADA IMPROVEMENTS PROJECT

DATE: APRIL 24, 2017

As part of our continuing efforts to provide ADA accessibility to the Lockwood Mathews Mansion Museum, we installed an elevator in the building as well as new multi-stalls restrooms in the building approximately 2 years ago. The City recently received a \$500,000 improvement grant from the State of Connecticut - DECD which will address site accessibilities together with various improvements corresponding to the unique architecture of the Mansion.

On April 20, 2017, the Purchasing Department received 3 bids for the ADA improvement project. Attached is a summary of the bids. One of the bids was rejected for non-conforming as the contractor did not meet the basic requirement of a bid guarantee in the form of a certified check or bid bond.

Based on the bid results, previous experiences and references, the Purchasing Department/Norwalk Historic Commission would like to recommend Domus Constructors LLC in the amount of \$422,474. Domus Constructors has successfully completed various projects in the past for the Historical Commission.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Domus Constructors LLC for the Lockwood Mathews Mansion Museum ADA Improvement Project for a total not to exceed \$422,474.00. Funds are available from the State DECD grant Acct. #09177100 5799 C0186
- b. Authorize the Historical Commission to issue Change Orders on Contract for a total not to exceed \$32,885.00.

April 20, 2017

Norwalk Purchasing Department
Response Summary Project # 3714
Project Name: Lockwood Mathews Mansion
Museum – ADA Upgrades Phase V

Thank you for your response to our Request for Proposals Submission. The following is a summary of the vendors that submitted proposals for this project.

Vendor	Lump Sum Bid
1. JFC Real Estate Development LLC *	\$410,000.00
2. Domus Constructors LLC	\$422,474.00
3. Kronenberger & Sons Restoration Inc.	\$474,000.00

*** Non-Conforming Bid (No Certified Check or Bid Bond)**

PROJECT:	3714 - Lockwood Mathews Mansion Museum – ADA Upgrades Phase V
VENDOR NAME:	Domus Constructors, LLC

BASE BID DETAIL: please submit bid as lump sum broken down into the following categories.		ITEM DESCRIPTION IN WORDS AND NUMBERS	
		WRITTEN WORDS	NUMBERS
Division 01	General Requirements	Fifty-Eight Thousand and Five Hundred Dollars	\$58,500.00
Division 02	Site Construction	Sixty-Five Thousand Dollars	\$65,000.00
Division 03	Concrete	Fifty Thousand Dollars	\$50,000.00
Division 04	Masonry	One Hundred Six Thousand and Three Hundred Sixty-Nine Dollars	\$106,369.00
Division 05	Metals	Fifty-Five Thousand Dollars	\$55,000.00
Division 06	Wood and Plastics	Five Thousand Dollars	\$5,000.00
Division 07	Thermal and Moisture Protection	Three Thousand and Five Hundred Dollars	\$3,500.00
Division 08	Doors and Windows	Three Thousand Dollars	\$3,000.00
Division 09	Finishes	Five Thousand Dollars	\$5,000.00
Division 10	Specialties	One Thousand Dollars	\$1,000.00
Division 16	Electrical	Fifteen Thousand Dollars	\$15,000.00
SUBTOTAL		Three Hundred Sixty-Seven Thousand and Three Hundred Sixty-Nine Dollars	\$367,369.00
Contractor's Fee		Fifty-Five Thousand and One Hundred Five Dollars	\$55,105.00
LUMP SUM BID		Four Hundred Twenty-Two Thousand and Four Hundred Seventy-Four Dollars	\$422,474.00
	ALTERNATES:	CONTRACTOR SHALL BID ON THE FOLLOWING ITEMS AS ALTERNATES. THE INCLUSION OR EXCLUSION OF THESE ITEMS TO BE DECIDED BY THE CITY IN ITS BEST INTERESTS.	
#1	Perform additional testing, cleaning and repair of original historic surfaces in interior spaces as identified in dwg. A0.2	Fifty Thousand Dollars(Allowance) Excludes contractors fee of 15%	\$50 ,000 (Allowance)



DEPARTMENT OF PUBLIC WORKS

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : LOCKWOOD MATHEWS MANSION MUSEUM –
ARCHITECTURAL SERVICES

DATE: APRIL 25, 2017

A few years ago, the Lockwood Mathew Mansion Museum received a State grant to implement ADA improvements at the Mansion. The project scoped included a new elevator, multi-stalls restrooms and accessible site improvements. The architectural firm of David Scott Parker Architects, LLC was retained to complete the construction documents. Upon receipt of the bids, it was determined that we did not have sufficient funds to include site improvement work as part of the project at the time.

Recently, the City applied for and received a new State DECD grant in the amount of \$500,000 for ADA improvements at the Mansion. The Architects repackage the bid documents and submitted to the State for approval on behalf of the City. The project has since been bid and is going through the approval process. Meanwhile, I would like to request Common Council approval of an architectural services contract with David Scott Parker to cover the following services:

- Bidding process
- Construction administration services
- Structural sub-consultant services
- Miscellaneous reimbursable expenses

Attached is their proposal. The cost is for a total not to exceed \$21,700. Payment will be based on actual hours of services provided. The proposal does not include any fee for design phase services as the design was completed previously.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with David Scott Parker Architects, LLC to provide architectural services for the Lockwood Mathews Mansion Museum ADA improvement project for a total not to exceed \$21,700. State Grant Acct. #09177100-5799-C0186

David Scott Parker Architects

April 25, 2017

Mr Alan Lo
Department of Public Works
City of Norwalk

re: Lockwood Mathews Mansion

Dear Mr. Lo:

This proposal is to provide architectural services as related to the completion of the ADA Building Upgrades Phase V. These services will include the following:

Bidding: Attend meetings, answer questions and coordinate with bidders as needed in the assembly of their bid.

Construction Administration: Attend weekly job site meetings, review and process submittals, and coordinate with builder as needed for the completion of their work.

Structural Engineering Services: Services to be provided as outlined in the attached proposal from Edward Stanley Engineers dated April 2, 2017.

Reimbursable Expenses: An allowance of \$1,500 for printing, courier, mileage (beyond 25 miles from our office,) and administrative fees on both these and consultant costs is included.

Additional Services not included in this proposal:

- Additions or Changes to project scope not included prior to Bidding.
- Construction Administration after 6 months from the Commencement of Construction.

Fee: Our fee for this work will be as follows:

• Bidding and Negotiation	1,200.00
• Construction Administration	11,000.00
• Structural Engineering	8,000.00
• Reimbursable Allowance	1,500.00

TOTAL **21,700.00 (not-to-exceed)**

Service will be invoiced hourly based on the rates contained herein, up to the Total amount listed above as a not-to-exceed fee cap.

Additional Terms and Conditions are attached. Thank you for the opportunity to be of service.

Kind regards,



David S. Parker, AIA
Attachment

Acknowledged and agreed:

(name)

(date)


David S. Parker, AIA

04/25/2017
(date)

AGREEMENT TO PROVIDE STRUCTURAL ENGINEERING SERVICES

CLIENT: David Scott Parker Architects Date: April 2, 2017

Project: Lockwood Mathews Mansion Museum—Construction Administration Services—Exterior Stair and Ramp
Project Address: Norwalk CT

Scope of Services: The following paragraphs describe our understanding of the project and define the anticipated scope of services which ESE will provide to you. These services will be provided as BASIC SERVICES for the completion of the work. Services which are not specifically identified as Basic Services will be considered ADDITIONAL SERVICES and are not included as part of this Agreement.

This Agreement is based on the the structural drawings by Edward Stanley Engineers issued on 12/11/2013, "For Bidding", including S1.2, S2.1 and S2.2, S4.1 thru S4.3, and includes construction administration services for the following items only:

- Exterior ramp.
- Exterior stair down to new basement egress door.

The services we will provide:

1. Attend Pre-construction meeting.
2. Assist in establishing procedures for testing and inspections.
3. Assist in selection of testing agency for concrete sampling and testing, and inspection of the soils under underpinning and new footings.
4. Review specified submittals (shop drawings, concrete mix designs, etc.).
5. We will assist the contractor in interpreting and clarifying the requirements of the structural contract documents.
6. Inspection of rebar placement and construction observations. Our Agreement assumes up to five site visits for inspection of rebar placement and construction observations, as follows:
 - A. One visit to inspect rebar in footings, assuming all footings will be cast at the same time.
 - B. Three visits to inspect rebar in concrete walls, assuming three different pours.
 - C. One visit to inspect rebar in ramp and stairs (treads and risers).
7. Prepare site visit reports.
8. Review testing and inspection reports by testing agencies for concrete laboratory testing.
9. Initiate appropriate action to testing and inspection reports, if required.

Additional Services

Services beyond the Basic Services outlined above may be requested. These services may be provided as Additional Services by ESE under terms mutually agreed upon by the Client and ESE. Additional Services include Extra Services, which are services that arise as a result of unforeseen circumstances during the design or construction process. Examples of Additional Services include, but are not limited to the following:

1. Review of alternate designs proposed by the contractor as authorized by the Client.
2. Services resulting from Change Orders.
3. Services resulting from corrections or revisions required because of errors or omissions in construction by either the building contractor or the subcontractors, or in design by consultants other than ESE.
4. Providing recommendations regarding claims, disputes, or other matters relating to execution or progress of the work.
5. Services resulting from construction procedures over which ESE has no control.
6. Services due to extended construction time schedules.
7. Attendance at construction progress meetings.

Exclusions

Our services do not include geotechnical engineering. A geotechnical engineer may be required to inspect the subgrade (soil) under underpinning and new footings if soil conditions are other than virgin well graded granular material free of organics and unsuitable materials such as clay.

Fee:

ESE will bill hourly for our services at the rates listed in the Terms and Conditions of this Agreement BUT total hourly charges will not exceed \$8,000.00.

Fees include time expended to and from project and site meetings.

Reimbursable Expenses: In addition to the fee, Edward Stanley Engineers will bill for its reimbursables at cost plus 10% for overhead. Reimbursable expenses include travel (including auto mileage @ \$.57/mile, subject to increase due to fuel costs), delivery services, document reproduction. Plots, scans, and copies made in our office will be \$5.00 per drawing.

TERMS AND CONDITIONS

Edward Stanley Engineers LLC is abbreviated herein as ESE and shall refer to the company, its members, officers, employees, agents, and consultants. CLIENT: Shall refer to the CLIENT listed on the first page of this Agreement, the signer of this Agreement, and the CLIENT's employees, officers, directors, and agents.

1. Contractual Relationship Between Client and ESE

This Agreement is between ESE and the CLIENT for the provision of professional services to the CLIENT. The Agreement does not name as a party to the Agreement the individual employee or agent of ESE who will perform the professional services.



DEPARTMENT OF PUBLIC WORKS

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

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

RE : SCHOOL FACILITIES IMPROVEMENT PROJECTS

DATE: APRIL 25, 2017

On April 11, 2017, the Norwalk Common Council approved the City's 2017-2018 Capital Budget. Included in this budget are various allocations for new school construction projects and renovation projects. In order to meet State project reimbursement/approval deadline of June 30, 2017, the following actions are required by the NFCC as well as the Common Council for Ponus Ridge School, new South Norwalk school at Springwood Ely site and West Rocks Window Replacement Project for summer of 2018:

Ponus Ridge School Addition and Improvements Project

- a. Approve Norwalk Facilities Construction Commission (NFCC), acting in accordance with Norwalk Ordinances, as the Norwalk School Building Committee for the Ponus Ridge Magnet School project.
- b. Authorize the preparation of schematic drawings and outline specifications for the Ponus Ridge Magnet School project.
- c. Authorize the filing of a school grant application to the State Department of Administrative Services for the Ponus Ridge Magnet School project.

CT General Assembly defined project type is: EA/CV (EA) Extension/Alteration (aka, (E) Extension (aka, addition) and (A) Alterations aka improvements or renovation) / (CV Code Violation (aka, hazardous material remediation)

New K-8 Bank St. College Intra-District Magnet School on Ely Site

- a. Approve Norwalk Facilities Construction Commission (NFCC), acting in accordance with Norwalk Ordinances, as the Norwalk School Building Committee for the construction of a new South Norwalk School on the Ely Site.
- b. Authorize the preparation of schematic drawings and outline specifications for the construction of a new South Norwalk School on the Ely Site.
- c. Authorize the filing of a school grant application to the State Department of Administrative Services for the construction of a new South Norwalk School on the Ely Site.

CT General Assembly defined project type is: N (N) New Construction.

West Rocks Middle School Window Replacement Project

- a. Approve Norwalk Facilities Construction Commission (NFCC), acting in accordance with Norwalk Ordinances, as the Norwalk School Building Committee for the West Rocks Middle School Window Replacement Project (2018).
- b. Authorize the preparation of schematic drawings and outline specifications for the West Rocks Middle School Window Replacement Project (2018).
- c. Authorize the filing of a school grant application to the State Department of Administrative Services for the West Rocks Middle School Window Replacement Project (2018).

CT General Assembly defined project type is: EC/CV (EC) Energy Conservation (aka, window replacement) / (CV) Code Violation (aka, hazardous material remediation)



Memorandum

DATE: April 20, 2017

TO: City of Norwalk, Members of the Land Use and Building Management Committee

FROM: William Hodel, Director of Facilities & Maintenance 

RE: ADA Alterations at Norwalk High School & Brien McMahon High School

As part of the American with Disabilities Act, Self Evaluation Compliance & Transition Plan completed for the City of Norwalk Human Relations Department, the City's Purchasing Department was instructed to solicit bids for the following ADA projects:

Brien McMahon High School:

- ID #4.1.6 (No cane detectable warning at front of building protruding along edge of path of travel).
Recommendation – Install cane detectable warning at said location.

Norwalk High School:

- ID #4.3.6 (Deteriorated wood ramps with non compliant sloped and handrails)
Recommendation – Remove non compliant ramps & handrails and install ADA compliant ramps & handrails at front & rear of Pat Spinola Natatorium at NHS.
- ID #4.3.13 (No cane detectable warnings at exposed back of stairs to auditorium balcony – total of 2)
Recommendation – Install cane detectable warnings at said locations.

On March 31, 2017, the City's Purchasing Department advertised for an invitation to bid these projects and requested that costs be submitted no later than April 26, 2017. A summary of the bids will be available at the next Land Use & Building Management Committee meeting.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with the lowest responsible bidder for the ADA Alterations at Norwalk High School & Brien McMahon High School for a total not to exceed (amount to be determined). Account # 0916-1000-5777-C0536.**

cc: Thomas Hamilton, CFO (BOE)
Alan Lo, Building & Facilities Manager (City of Norwalk)
Adam Bovilsky (City of Norwalk)
File

April 26, 2017

**Norwalk Purchasing Department
Response Summary Project # 3731
ADA Alterations at Norwalk High School and Brien McMahon High School**

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

CONTRACTORS				
	Re-Tech	Better Homes Bureau LLC	Giacorp Contracting Inc	DPM Contracting LLC
1	No Bid	\$ 134,786.17	\$ 73,255.00	\$ 65,888.00
2	\$ 88,500.00	\$ 68,786.17	\$ 61,900.00	\$ 40,420.00



Memorandum

DATE: May 3, 2017

TO: City of Norwalk, Members of the Land Use and Building Management Committee

FROM: William Hodel, Director of Facilities & Maintenance
Karen Bartron, Purchasing Agent

RE: Rowayton Elementary School Cafeteria Upgrade

As part of the Superintendent's and Board of Education's Strategic Operating Plan in efforts to improve the school lunch experience, Norwalk Public Schools staff and Rowayton Elementary School PTA representatives have developed a plan to improve to the Rowayton Elementary School Cafeteria. At the present time, the Rowayton Elementary School cafeteria lacks proper ambiance, traffic flow, sound quality and airflow.

On April 11, 2017, the Norwalk Common Council approved the allocation of \$150,000.00, in the 2017-2018, capital budget for Rowayton Elementary School cafeteria improvements. This project consists of new flooring, installation of acoustic panels for sound attenuation, modifications to the ceiling, a recycling station and the creation of a theme to improve the overall dining experience. Additionally, the Rowayton PTA has raised and is committing up to \$35,000.00, toward the purchase of cafeteria furniture. This project is scheduled to start and to be completed during the summer months of 2017.

In an effort to meet the proposed schedule, Norwalk Public Schools has solicited and received five design/build proposals. The Review Committee, consisting of NPS staff and Rowayton Elementary School parent representatives, shortlisted the proposals and interviewed three firms. Based on the quality of the proposals and the firms presentations, the Review Committee would like to recommend the award of the project to PDS Engineering & Construction, Inc.

The Review Committee finds the PDS Engineering & Construction, Inc., proposal to be comprehensive. They have vast experience with K-12 Schools and Higher Education within the State of Connecticut and over fifty years experience with design/build projects. During the interview process an agenda was provided including a tentative job schedule listing a delivery date prior to the opening of school. Their team of principals and associates took part in the interview and provided a comfort level in line with a project of this size.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with PDS Engineering & Construction, Inc., for the Rowayton Elementary School Cafeteria Upgrade for a total not to exceed \$150,000.00. Account #0918 5010 5777 C0610.

cc: Thomas Hamilton, CFO (BOE)
Alan Lo, Building & Facilities Manager (City of Norwalk)
File

FIRM PROFILE

OUR FIRM

Founded in 1956, Antinozzi Associates is celebrating over six decades as an architectural firm, and three decades with a dedicated interior design department. We are a mid-sized full-service architecture and interior design firm led by principals Paul Antinozzi, AIA (President), George Perham, AIA, IIDA (Vice President), Paul Lisi, AIA, BCEO (Studio Operations), Michael Ayles, AIA (Business Development), and Michael LoSasso, AIA, LEED-AP (Project Management).

It is gratifying to think about the impact upon countless individuals who use our buildings every day. Our approach to fulfilling this responsibility is to listen closely to our clients, design beautifully functional spaces, and integrate sustainable design practices. Antinozzi Associates, comprised of architects, interior designers, graphic designers, and marketing/administrative staff, strives to maintain a positive, energetic and collaborative spirit with a talented and diverse group of professionals. It shows in the work we do and in the success we have had.

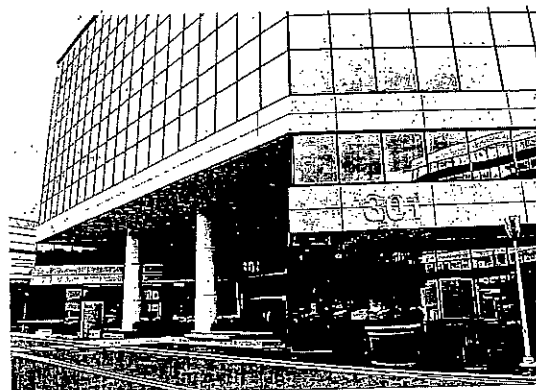
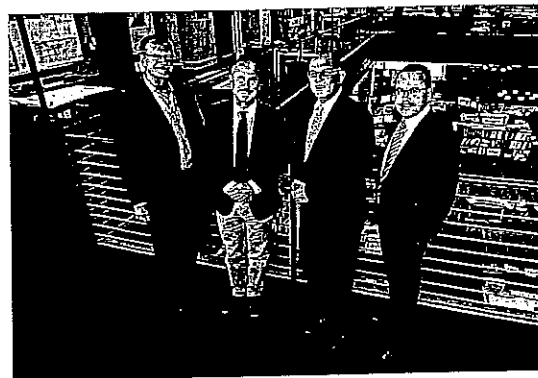
LOCATIONS

Bridgeport:

Antinozzi Associates relocated to the Bijou Theater building in the heart of downtown Bridgeport in 2007. Antinozzi Associates extensively renovated and converted the building's former ballroom into an 11,000 SF, two-story open-air workplace with a balcony of architects and interior designers surrounding the main floor studio - once used as a ballroom. This office setting promotes staff collaboration and the exchange of ideas, further stimulating our creativity and innovation. Natural lighting, exposed mechanical systems, and open, collaborative conference areas are featured throughout the office.

Norwalk:

In 2012, Antinozzi Associates opened up a branch office in Norwalk, a step into the firm's expanding design services to lower Fairfield County. Located in the



FIRM PROFILE

Merritt 7 Corporate Park (301), the firm opened the office to provide Class "A" interior design services to the private corporations throughout CT and NY. This also included on-call tenant design services for the 1.5 million square foot office park.

SERVICES

One of the wonderful aspects of providing design services is that we are always working with successful people - our clients. These clients are comprised of individuals and institutions on the rise and needing new and/or renovated corporate, institutional, commercial, financial, multi-unit residential and religious spaces. What could be better than being a team member with other individuals and organizations enthusiastic and passionate about making a vision into built form and space?

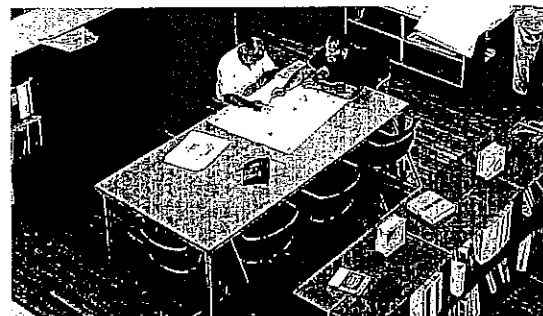
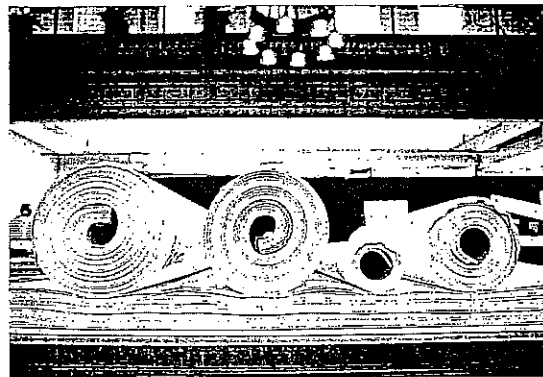
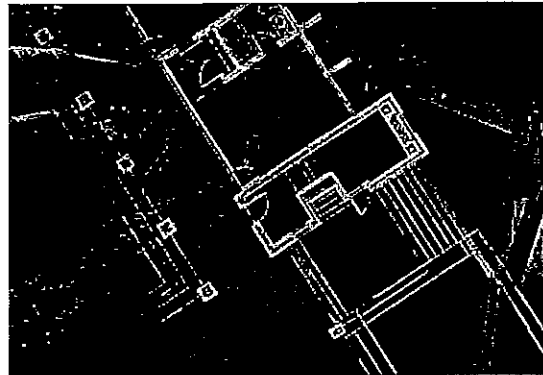
With principal involvement on all of our projects, Antinozzi Associates has been a leader in architectural and interior design of the corporate, commercial, institutional, multi-unit residential, financial and religious projects.

However, since its inception, the firm has focused on PreK-12 Public School Facilities.

Our level of expertise and capability is evident in the nearly 250 school projects we have designed and/or constructed in the State of Connecticut. Within the past decade alone, Antinozzi Associates has completed the study or design of eleven public school facilities.

ADDITIONAL SERVICES

In addition to architectural and interior design services that includes sustainable design, we provide Pre-Referendum Services, Feasibility Studies, Master Planning, Programming, Project Management, Site Analysis, Scheduling, Space Planning, Consultant Coordination, LEED in Certification, Commissioning and Consulting. By providing these expanded services, we have become experts in designing facilities that combine the practical and aesthetic design components, resulting in well-crafted buildings.



FIRM PROFILE

TEAM APPROACH

As architects, we recognize that one of our most significant roles is to manage a process that may take years to complete and includes hundreds of individuals. We are Team Leaders with the responsibility of ensuring efficient utilization of all resources. Proper selection and management of engineers, construction managers, and consultants of all types are a key factor to the success of any project. We are experts in establishing and maintaining strong oversight and management of this process.

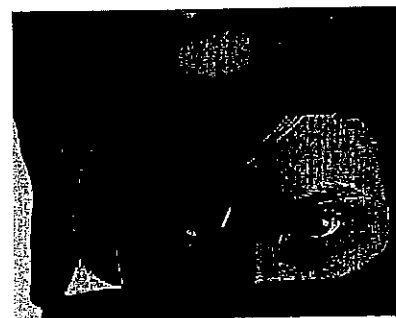
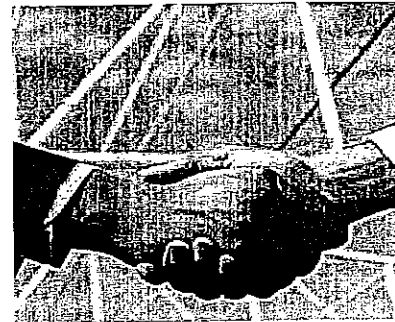
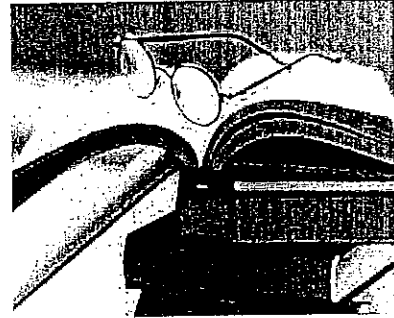
Our teaming approach and access to a wide range of consultants capture the best available expertise. We also work side-by-side with consultants selected by our clients, maintaining previously established strong relationships. Regardless, our knowledge and experience enable us to coordinate all disciplines involved with your project.

KNOWLEDGE

Learning is a life-long responsibility for architects and interior designers, therefore the entire Antinozzi Associates staff has the opportunity to learn and work on diverse cross sections of building types at all levels. The principals of the firm strongly encourage staff to get involved in volunteer and community organizations to better communicate and understand the needs of our society from a different perspective.

PHILOSOPHY

Our overriding philosophy as a firm is not just to be architects or interior designers, but to provide clients with 'Design Leadership'. In every client we take on, in every project we are involved with, in every community effort we contribute to, we ask ourselves, "how are we providing Design Leadership for our clients, consultants or community?" At Antinozzi Associates, we believe that we must focus our design leadership on four areas of expertise - **Knowledge, Collaboration, Sustainability** and **Vision**. Excelling in these areas is what sets us apart.



ANTINOZZI ASSOCIATES | EDUCATIONAL EXPERIENCE

Below is a list of our most recent educational projects (since 1995) and the towns, cities, and institutions we have worked, or are working with successfully to provide feasibility studies, design, and/or construction of PreK-12 educational facilities.

* Included Feasibility Study ** Feasibility Study only
+ Over 50% New Construction

BRANFORD

Walsh Intermediate School (in design)+

BRIDGEPORT

Harding High School (in construction)+
Roosevelt Elementary (K-8) School+
Geraldine Johnson Elementary (K-8) School+
Music and Arts Center for Humanity**
South End Elementary (K-8) School
New Beginnings Family Academy*

FAIRFIELD

Roger Ludlowe Educational Complex*
Fairfield High School**+
St. Thomas Aquinas School+

GREENWICH

Greenwich High School*
North Mianus / Riverside Elementary Schools*
Eastern Middle School (Ceiling/Lighting)
Western Middle School (Fire Alarm)
North Street School (Ceiling/Lighting, Office)
Old Greenwich School (Ceiling/Lighting)
Central Middle School (Lighting)

HAMDEN

Eli Whitney Technical High School+
Spring Glen Elementary School**+

HARTFORD

Connecticut AeroTech School, Brainard Airport+
CREC Greater Hartford Arts Academy
Middle School (in design)+

MANCHESTER

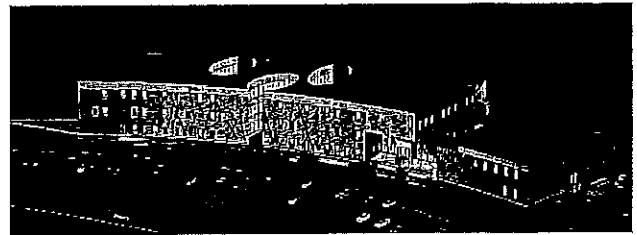
Howell Cheney Technical High School+

MERIDEN

Orville H. Platt High School (in construction)+
Thomas Edison Magnet Middle School+

MILFORD

Jonathan Law High School (Flooring Abatement)



MILFORD (CONTINUED)

Harborside Middle School (Window, Roof)
Calf Pen Meadow School, John F. Kennedy School, Live Oaks School, Mathewson School, Meadowside School, Orange Avenue School, Orchard Hills School, and Pumpkin Delight School (Roof Replacement Projects)

MONROE

Jockey Hollow Middle School**+

NEW BRITAIN

CREC Medical Profession/Teacher Prep MS/HS+

OXFORD

Oxford High School+

REGIONAL SCHOOL DISTRICT 14 (BETHLEHEM/WOODBURY)**

Bethlehem Elementary School
Mitchell Elementary School+
Nonnewaug High School

RIDGEFIELD

Scotts Ridge Middle School+

SEYMOUR

Chatfield-LoPresti Elementary School**+

STAMFORD

Hart Elementary School+

STRATFORD

Stratford Academy/Johnson House**
Wooster Middle School*
Stratford High School+*

TRUMBULL

Middlebrook School (Window Replacement)
Madison Middle School (Roof Replacement)
Hillcrest Middle School (Pool Renovation)

WEST HAVEN

West Haven High School**+

WESTPORT

Saugatuck Elementary School

THE ANTINOZZI ASSOCIATES DESIGN TEAM

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

The key Antinozzi Associates design staff assigned to the Rowayton Elementary School Cafeteria Resign Project will include:

George Perham, AIA, IIDA
Principal-in-Charge (Design), Vice President

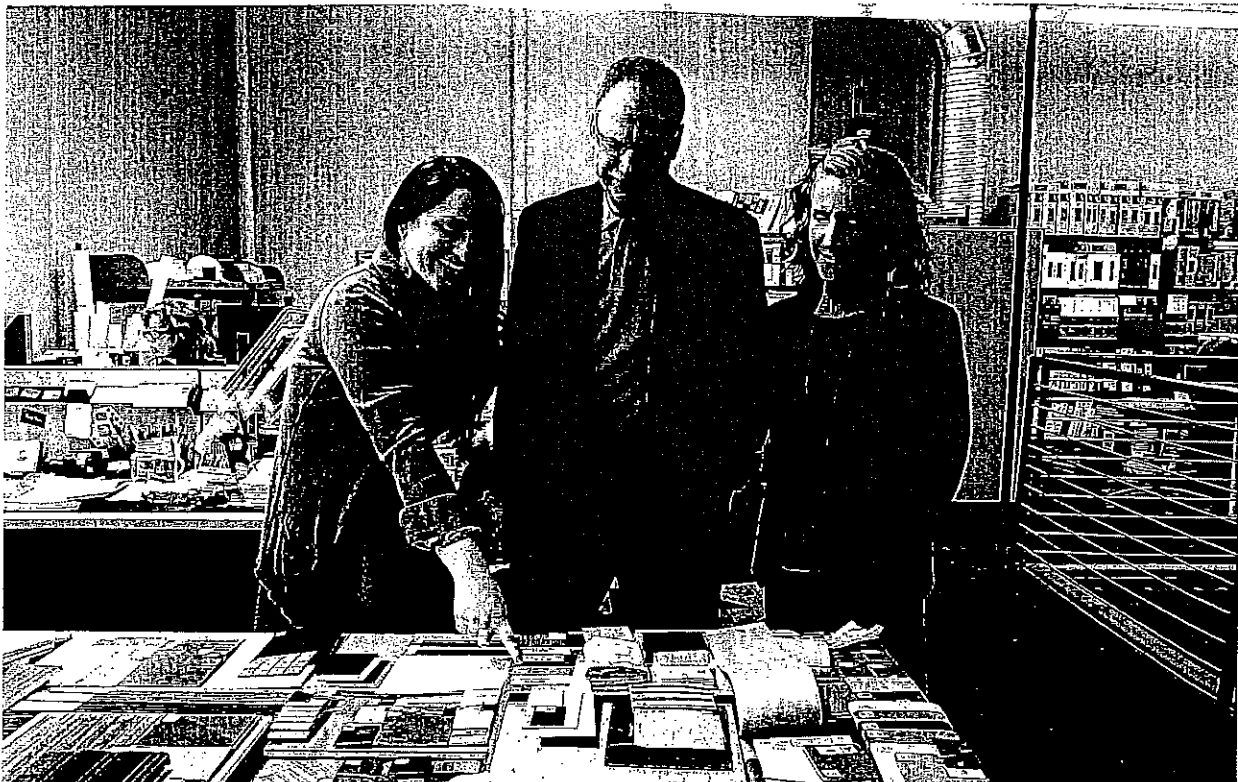
Patti McKeon, NCIDQ
Senior Associate, Registered Interior Designer

Lauren Williams, NCIDQ
Registered Interior Designer

Resumes for each of these professionals are in the pages that follow.

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

When selected, our design team will meet immediately with the major project stakeholders composed of the Norwalk Public School representatives and administration to discuss and review all currently available information including existing plans, future design and sustainability goals, project schedule, and project budget prior to initiating any design work on the project.



THE CONSULTANT TEAM

In addition to the architectural design staff from Antinozzi Associates assigned to Rowayton Elementary School cafeteria redesign project, we have selected a consultant that has the time, capacity, and expertise required for this scope of work.

Antinozzi Associates is known for teaming with outside engineers and design consultants who have specific experience for the project at hand. As the prime consultant for this project, we will lead the selective team of professionals to meet the established design goals, budget, and schedule of the project.

We have worked successfully with this consultant on other institutional projects, including public school projects, and they all have a solid understanding of the scope of services relevant to this design/build cafeteria project. It is essential to our overall project approach that we integrate a strong communication stream with our engineers and consultants.

The development of a cafeteria renovation plan does not just come from the architect - we ensure that the plan we bring forward to you makes sense on all levels, whether related to the educational specifications, demographics, financing, technology, cost estimating, or existing facility conditions.

The consultant we propose to work with include:

PDS Engineering and Construction, Inc.

Bloomfield, CT

Contractor

Firm profile and key staff resumes can be found in the pages that follow. We will ensure they are acceptable to you prior to the start of the project.



Firm Corporate Profile

What sets PDS apart from our competition is that we've been providing Design Build capabilities for over 50 years. Our in-house licensed Professional Engineers enable us to remain flexible, adapt quickly and focus resources to meet the unique demands of your projects. PDS has extensive experience in both Design Build and municipal projects. We provide personalized service and responsive solutions, which results in a more cost-effective project for our clients. Our team will work with the City of Norwalk to determine programming needs, develop a functional design and implement a management plan that promotes team collaboration, communication and efficiency in achieving the Town's project goals.

Established in 1965, PDS is a full service construction company with a proven track record of delivering projects under budget, ahead of schedule and exceeding owner quality expectations. Over the past 10 years, the company has delivered over \$275 Million in publically funded construction projects and over \$500 Million for both public and private clients, through an array of preconstruction and construction services. With public school projects contributing more than \$180 Million of the \$275 Million, PDS is confident that we can work with the City of Norwalk to develop the most cost effective and efficient approach to successfully complete the Rowayton Cafeteria project.



Webster Bank, Norwalk, CT

PDS was awarded the 2015 Harford Business Journal's CT-Family Business Award for Mid-Sized Companies. We also received the Associated Builders and Contractor's (ABC) 2013 Excellence in Construction award. As a testament to the value of our safety program and the emphasis we place on maintaining a safe jobsite, we were awarded the Associated Builders and Contractor's 2016 Safety STEP award.

Our growth can be attributed in large part to our financial strength and a reputation for delivering quality projects through a vast network of subcontractors, suppliers and employees. We operate on a simple premise that a quality project will result in a quality client relationship. This is why over 60% of the company's business is from current clients and their referrals.

VIII. BID FORM -

The undersigned proposes to furnish all service for the amount specified on this bid form,
in accordance with the terms of a negotiated contract with the Norwalk Public Schools.

BIDDER: Antinozzi Associates PC

Total COST:

(this cost includes all items to complete
The entire work and deliver a finished
Project).

\$150,000

FIRM AND SIGNATURES

Antinozzi Associates PC

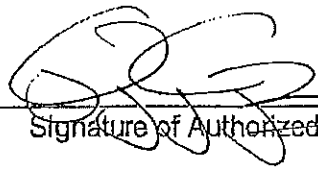
Firm Name

271 Fairfield Ave

Address

Bridgeport, CT 06604

City, State, Zip



Signature of Authorized Agent

George Perham, Vice President

Typewritten Name of Agent

203-377-1300

Telephone Number

Itemized Costs
(Itemized costs are to be broken out for comparative purposes and also in case of adjusting the scope—all costs must be included in the total dollar amount on the previous page.)

1	Remove Existing ceiling	2,345	Sf	6,683.25
2	Remove Light fixtures	10	ea	1,425.00
3	Remove Diffuser Grilles	8	ea	760.00
4	Remove Misc. Cleaning Equipment	1	ea	1,140.00
5	Remove Ceiling Fans	6	ea	855.00
6	Paint existing Ductwork, steel metal deck & piping w/K-2 acoustical coating	2,345	sf	22,277.50
7	Exten/modify existing fire protection system piping	2,345	sf	13,366.50
8	Reinstall lighting fixtures	10	ea	2,375.00
9	Furnish and install extra large fans	2	es	9,500.00
10	Furnish and install ceiling hung acoustical panels	600	sf	17,100.00
11	Furnish and install acoustical wall panels	538	sf	15,333.00
12	Build Food Corner canopy	100	sf	4,750.00
13	New Flooring	2,345	sf	22,277.50
14	Paint walls	1,500	sf	7,125.00
*15	Design Services (all phases)			25,032.00

FEE PROPOSAL SUMMARY

For over 60 years, Antinozzi Associates has worked with many public and private institutional clients in Fairfield County to design and manage school projects.

For a school project such as this school cafeteria renovation for Norwalk Public Schools, developing a "fixed fee" for architectural and engineering services can be challenging due to many 'unknowns' prior to the start of the design process. A clear list of architectural tasks required of our team has been provided, however the exact scope, scale, and design parameters of the project MUST be ascertained and developed with input from key Norwalk Public School representatives to ensure a successful project that will improve the student's overall dining experience. In addition, the fees for certain requested tasks for this project (i.e. environmental analysis) may be affected by findings early on in the design process.

We can assure Norwalk Public Schools that Antinozzi Associates has developed our design fees for this cafeteria renovation project with a focus on providing the required tasks indicated in the RFP in consideration of both the level of professional services you will receive from our team. Though it may be difficult to compare with other proposals, we can only provide a range of our fees on this project based on the assumptions below and look forward to discussing these fees in more detail.

Basis of Fee Proposal

The professional architectural (and engineering) design fees we have provided for the Rowayton Elementary School Cafeteria renovation project are based upon the following assumptions:

- a) The scope of services in Section II of the RFP;
- b) The completion of the services prior to August 2017.

Fee Proposal

Due to the "Basis of Fee Proposal" assumptions stated above, we believe it is necessary to provide a fee of ~~\$154,968~~ ^{Revised}. We will thoroughly discuss this fee in more detail upon meeting with Norwalk Public Schools/Rowayton Elementary School Cafeteria Redesign Committee if requested.

DISCLAIMERS / EXCLUSIONS

Based on limited information provided in the RFP regarding construction budget and square footage, we have included the following disclaimers/exclusions.

Disclaimers

- This proposal is limited to the perimeter of the sitting area portion of the Cafeteria which is stated in the RFP, approximately 2,345 square feet.
- A fee for items 1 thru 4 listed in the Alternate section of the RFP can be negotiated with the committee once the scope is better defined if and when they become part of the project.
- It is understood that the infrastructure such as, HVAC unit, exhaust fans, Fire Protection etc is adequate for the renovated space once completed. Minor modification for the distribution of the above is included and part of this proposal.

Exclusions

- A/V, Technology infrastructure, equipment, or installation design and/or specification
- Food Service/Kitchen Consultant Services
- Selection of Furniture
- Special Testing Laboratory Services
- Environmental/HazMat Analysis or Design Services
- Replacement of HVAC equipment
- Commissioning Services
- 3D Models/Professional Renderings

Reimbursable Expenses (15% mark-up)

Reimbursable expenses may include out-of-state travel/mileage, large format printing for bid sets, bulk/color copying, and express delivery charges.



DEPARTMENT OF PUBLIC WORKS

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

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : WEST ROCKS SCHOOL WINDOWS REPLACEMENT

DATE: APRIL 26, 2017

During the early planning phase and prior to the hiring of the architect for the West Rocks School Window Replacement Project, there was no environmental report on the presence of hazardous materials related to this project. In the Request for Architect Proposals, separate allowances were delineated for "yet-to-be-determined" environmental subconsultant services to conduct sample testing, to prepare the required environmental report and to provide monitoring services.

With the completion of the report, the remediation requirements have been established. We are working closely with the approved contractor to implement the project. Attached is a fee proposal from Silver Petrucelli Associates which identifies their environmental subconsultant (Langan Environmental) services and fees. These additional services were **not** included in the original contract and are intended to be as "pass through" in the architect's contract. The costs related to the Phase I of the West Rocks School Window Replacement Project for summer of 2017 shall include preparation of construction documents (\$6,050) and additional allowance for environmental monitoring services (\$18,804) for a total of \$24,854.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to Silver Petrucelli Associates design services contract for West Rocks School Window Replacement Project for environmental remediation services for a total not to exceed \$24,854. Acct. #09175010 5777 C0566, and Acct. #09175010 5777 C0585

SILVER/PETRUCELLI+ASSOCIATES

Architects / Engineers / Interior Designers

3190 Whitney Avenue, Hamden, CT 06518-2340

Tel: 203 230 9007 x200 Fax: 203 230 8247

silverpetrucelli.com



February 24, 2017

Mr. Alan Lo
Bldg and Facilities Manager
City of Norwalk Department of Public Works
125 East Avenue Norwalk, CT 06851

Re: Norwalk, West Rocks Middle School, Window, and Door Replacement project
Construction Documents, Bid and Construction Phase Add Service Proposal
S/P+A Project No. 16.152

Dear Mr. Lo:

As you know we have progressed the Norwalk, West Rocks Middle School, Window, and Door Replacement project towards a PCR with the State. Our contract includes administering the hazardous materials testing, design, and administration of further construction testing for remediation of hazardous materials. Because we now know that the school does contain some PCBs associated with the exterior window glazing, we are requesting that our contract be amended to include this additional scope by Langan Engineering and Environmental Services for the design of the Performance Based Plans as required by the State. The City's RFP included an allowance of \$10,000 for Environmental Monitoring.

Directly related to the discovery of the PCBs, the estimated project cost has increased. While there are other factors that led to this increase, (see email letter date 2-1-17, copy attached) the scale of the project requires this project to be phased in summer of 2017 and summer of 2018, in lieu of one summer of construction as anticipated in the City's original RFP. At this time, Silver Petrucelli is seeking additional compensation for our sub-environmental consultant for the bid and construction administration services specifically for summer of 2017.

Finally, I trust that you know that our firm has and will continue to strive to help you manage and control these unexpected and unanticipated changes in the scope of the project as well as our fees. We are not happy when the project cost climbs and hope that this message gets relayed to all parties in the City. Even though we began our discussions and met with the State to discuss Hazardous materials in the schools, there are elements that are beyond anyone's control. We hope that this extra effort and service now will result in lower construction costs.

ADDITIONAL COMPENSATION

For the services listed herein, we propose to add to our fixed fee **\$24,854** for Summer 2017 as follows:

	Summer 2017
Construction Documents - Langan	\$6,050
Bidding	In orig contract
Construction Admin.	In orig contract
Environmental Monitoring - Langan	\$18,804
TOTAL	\$24,854

SERVICES NOT INCLUDED

We are capable of providing a wide range of additional services should you require the assistance, or should the project scope be revised. These services include:

1. Construction duration (active site work) greater than the base agreement of 16 weeks in each summer.
2. Other Environmental design or construction administration phase services.
3. Printing.
4. Additional services for Phase II – Summer of 2018 are not included in this proposal

This fee includes all customary reimbursable expenses such as travel, long distance telephone calls and progress printing.

Any additional services that you may require during the project can be compensated on an hourly cost plus basis, in accordance with the attached "Standard Hourly Rate Schedule". If the scope is well defined, a mutually agreeable fixed fee can be negotiated. All other terms of our agreement will be in accordance with the Master agreement dated 12/8/2014.

Invoices will be submitted monthly and shall be in proportion to the services provided. Payment is due within 30 days of receipt of invoice, with late charges assessed at the maximum permitted by state law.

SCHEDULE

We have completed the Construction documents for the Summer of 2017 and will proceed to Bidding as soon as the State approves the project. We will begin our work immediately with your notice to proceed for Langan Environmental Monitoring services.

John Ireland

From: John Ireland
Sent: Wednesday, February 01, 2017 4:01 PM
To: Thomas Hamilton; 'Lo, Alan (ALo@norwalkct.org)'; 'William Hodel (hodelw@norwalkps.org)'
Subject: Norwalk, WRMS Window & Door Replacement - Project cost analysis

Tom,

For your use tonight:

February 1, 2017

Mr. Alan Lo
Bldg and Facilities Manager
City of Norwalk
Department of Public Works
125 East Avenue
Norwalk, CT 06851

Re: Norwalk, West Rocks Middle School, Window and Door Replacement project
Estimated Project Cost
S/P+A Project No. 16.152

Dear Alan,

As requested, I am writing to outline what caused the project cost to effectively double on the Norwalk, West Rocks Middle School, (WRMS) Window and Door Replacement project. We have had lengthy discussions about the project cost estimating needed to apply for a school construction grant. The grant application process and the development of the educational specifications is challenging. The scope of work can be a long wish list paired with a guestimate. While I believe, this project is better defined than that, it remains a "blind" process. No testing, no uncovering of existing conditions, no as built drawings at the start, (we still do not have the Science wing addition) and no analysis followed by no design. In short, the scope of work and grant estimate was underestimated.

Therefore, as we began the project in a meeting and subsequent discussion about hazardous materials in a school construction project. I think we agree most hazardous material in schools are manageable until the recent identification of and focus on PCBs. We have both spent considerable time meeting with and discussing the approach to PCBs with the State and City. The process on this project was first discussion of testing and then what to do with the results of this testing. Led by Matt Myers of Langan, Engineering and Environmental Services, the decision to test for PCBs and then follow a performance based approach to PCB (and other Hazardous material) remediation. Unfortunately, this has increased the project cost not only by the estimate of approximately \$370,000 for abatement, but also for the additional testing and monitoring during construction of \$76,000.

The School Facilities Due Diligence did not include any hazardous material identification or projected project cost. It is also unclear if the doors were included.

The second largest increase in project cost is the existing steel window wall system with the building heat pipes hung on this same steel window wall. A surprising and unusual unforeseen condition. This was discovered late in the startup process when a set of drawings was finally located and then by a subsequent trip down to the school by one of our mechanical engineers (Ken Eldridge.) who confirmed this existing condition with the removal of the cover on MLK

day. The steel heat pipes and the steel heat cover are in fact supported by the same vertical steel window wall that is the exterior of this school building, windows, and all. This steel window wall system spans two floors and is about 4-inches narrower than the proposed and current curtain wall system. So continuous steel plates and details to extend the bearing have been added. The heat pipe now needs to be independently support and new custom cover added to the design. This unforeseen scope added approximately \$350,000.

The third largest increase centers around a secure and energy efficient main entry. State funded school construction project requires inclusion of and compliance with the School Safety Infrastructure Council's (SSIC) report. The SSIC's report sets forth guidelines as a standard. Working with the City Committee for school safety we will arrive at this final design in the now proposed Phase 2 of this project. The Connecticut building code now includes the requirement for a vestibule at main entry. So as agreed this element had to be include in the project scope and has increased the project cost by \$200,000.

Fourth, the additional scope of work and details, for counters, sills, window surrounds, blinds, AC panels that were not included in a square foot cost, this added approximately \$150,000

The extent and cost of the curtain wall system, and doors was underestimated, which added \$250,000.

Our fees increased by \$15,000 to administer two bid packages and two separate summer construction periods.

The most of the above costs then increase the general conditions, the contractor's overhead and profit, and 5% contingency which accounts for the total increase from \$1,400,000 to the proposed \$3,100,000

Finally, I trust that you know that our firm has and will continue to strive to help you manage and control these unexpected and unanticipated changes in the scope of the project and then the scope of our fees. We are not happy when the project cost climb and hope that this message gets through to other parties in the City.

Sincerely,

John B. Ireland, AIA LEED AP
Senior Project Manager

John B. Ireland LEED AP, AIA
Architect, Senior Project Manager

CELEBRATING
25
years
1991 - 2016



SILVER/PETRUCELLI+ASSOCIATES
Architects / Engineers / Interior Designers

3190 Whitney Avenue Bldg 2 | Hamden, CT 06518 | silverpetrucelli.com | P: 203.230.9007 x 204 | F: 203.230.8247



23-08140-004
April 14, 2017

Ms. Elisabeth Burns, P.E.
Principal Engineer
City of Norwalk
125 East Avenue
Norwalk, CT 06856

Re: **Proposal for Engineering Services
Dam Repair Design and Permitting
Rowayton Pond Dam, Norwalk**

Dear Ms. Burns:

Per your request, Tighe & Bond is pleased to provide you this proposal for design and permitting assistance services associated with proposed repairs to Rowayton Pond Dam.

Project Understanding

Rowayton Pond Dam is an earthen embankment with downstream stone masonry wall. The dam is approximately 250 feet long and 8 feet high and is classified with the Connecticut Department of Energy and Environmental Protection (DEEP) as a Class BB (Moderate) Hazard dam. The dam was last improved in 1990 to flatten and armor the upstream slope, widen the crest, install a clay lined cutoff trench at the upstream toe, construct a stone masonry and concrete spillway with a pedestrian bridge, and install an 8-inch diameter low-level outlet pipe with downstream control valve.

Tighe & Bond performed a regulatory dam inspection on Rowayton Pond Dam on November 2, 2016. The dam received an overall dam condition rating of poor, meaning that deficiencies are recognized that require engineering analysis and/or remedial action. The primary deficiencies identified to warrant the poor condition are trees growing on or within 25 feet of the dam embankment and bypass of spillway channel flow along the downstream toe of the dam. Recommendations on the improvements that would need to be undertaken to bring the dam's condition rating to good were included in the 2016 dam inspection report.

It is our understanding that the City of Norwalk intends to perform the repair work with their Department of Public Works (DPW) staff. The proposed scope of services identifies the dam inspection recommendations that will require the engineering design and permitting support services.

Scope of Services

Task 1 - Design Services

1. **Site Visit** – Tighe & Bond will perform one site visit to evaluate the number, size, and density of trees to be cleared and grubbed from the dam. During the site visit, measurements will be taken of the spillway training wall and the downstream masonry wall for evaluation of the recommendation to address the apparent settlement and scouring of the right downstream training wall.
2. **Prepare Plans, Details, and Specifications** – Following the site visit we will prepare plans and details showing proposed tree removal and additional improvements to address the recommendations in the 2016 dam inspection report. Limited technical



specifications for proposed repair materials will also be prepared. Tighe & Bond will utilize the 1990 *Rowayton Pond Dam Improvement Project* .pdf drawings as the base drawing for the proposed improvement plans. Because the City of Norwalk intends to construct the improvements using DPW staff, proposed drawings will not be complete bid documents but will include the technical information necessary to provide direction to DPW staff and convey the project intent for dam construction permitting. We will provide plans to Norwalk for review and based on comments received from Norwalk will prepare final plans for use in construction. Two paper copies and a .pdf of the final design documents will be provided. We have not budgeted for a design review meeting but can modify our scope if desired by Norwalk.

Task 2 - Permitting Assistance Services

Based on the information collected during the site visit and the proposed improvements reflected on the final design plans, we will assist the City of Norwalk in permitting of the proposed dam repairs. Table 1 lists the DEEP Dam Safety Permits that are anticipated to address the recommendations in the 2016 dam inspection report, but may change depending on the final design plans. Recommendations requiring Dam construction activities under the Dam Safety General Permits are exempt from City of Norwalk Inland Wetland Agency approval; however, a formal notification is required to be sent to the Norwalk Inland Wetlands Agency prior to construction.

TABLE 1

Anticipated Dam Construction Permitting Per Recommendation

No.	Permit*	Recommendation
1	GP-015-2	Clear and grub the trees and stumps that are on or within 25 feet of the dam embankment in accordance with CT Dam Safety Regulations Section 22a-409-2.j. Backfill with appropriate material which will vary depending on location. A professional engineer experienced with dam safety should recommend proper backfill materials.
2	No Permit	Monitor seepage at the downstream toe.
3	GP-015-2	Fill crest settlement and repair settlement and repave footpath in settled area.
4	GP-014	Reseed bare and sparse portions of the dam crest and downstream slope.
5	GP-015-1	Backfill animal burrows, and chink voids in downstream dry stack stone masonry wall.
6	GP-016	Mortar cracks in downstream ends of right and left stone masonry training walls. Extend the right stone masonry training wall farther downstream to reduce bypassing of the spillway channel and flow along the downstream toe.
7	GP-014	Remove woody debris and herbaceous vegetation from spillway, spillway apron, and downstream channel.
8	GP-015-2	Rehabilitate or replace low-level outlet valve and valve pit structure and restore functionality of the low-level outlet.

* GP-014 – Non-Filing without P.E. Oversight Dam Safety General Permit
 GP-015-1 – Filing-Only without P.E. Oversight Dam Safety General Permit
 GP-015-2 – Filing-Only with P.E. Oversight Dam Safety General Permit
 GP-016 – Approval of Filing with P.E. Oversight Dam Safety General Permit

Permitting anticipated for Recommendation No. 6 assumes that the repair of the downstream end of the right stone masonry wall will consist of a stone masonry wall extension to the existing right training wall and the addition of crushed stone and riprap as a buttressing measure for the new training wall and existing downstream masonry wall. The intended effect of the proposed training wall improvement will be to move the spillway channel flow further downstream from the dam toe and prevent further undermining and movement of the right training wall.

1. **CTDEEP Coordination** – Tighe & Bond will coordinate with CTDEEP dam safety staff to discuss:

- The proposed repair work to the dam
- The proposed reservoir dewatering proposed to perform the concrete repair work
- Confirm that repair can be performed under the *CTDEEP Dam Safety General Permit Approval of Filing with Professional Engineer Oversight Required*

We have assumed that no meeting will be required for this task. It is important to note that repair activities that do not require a permit or are authorized by the Non-Filing General Permit can be conducted independently of or concurrently with filings made under the other Dam Safety General Permits.

2. **CTDEEP Dam Safety General Permit Approval of Filing with Professional Engineer Oversight Required Preparation** – We will prepare the *Dam Safety General Permit Approval for Filing with Professional Engineer Oversight Required* form and submit to CTDEEP. The following additional permitting efforts are required to be attached to the Dam Safety General Permit Form for the proposed repair work.

- a. **Wetland Delineation** – A wetland delineation will be performed by Tighe & Bond of the project area in accordance with Connecticut regulations of tidal and inland wetlands and with federal wetland regulations. The limit of wetlands will be marked with numbered survey tape (flags) at the project site and located by GPS. Field information will be collected during the delineation to support the US Army Corps of Engineers Self-Verification form and DEEP Coastal Consistency Review form.
- b. **US Army Corps of Engineers Self-Verification Notification Form** – We will prepare and submit a Self-Verification Notification Form to the US Army Corps of Engineers for authorization under the current Connecticut General Permit. It is assumed that the wetland impacts for the project will be less than 5,000 square feet and that the project will be eligible under GP 2 – ‘Repair or maintenance of currently serviceable fill’. Note that the Self-Verification (SV) process was previously referred to as ‘Category 1’, the DEEP Dam Safety General Permit Part IV Section 5 refers to this approval as Category 1.
- c. **Coastal Consistency Review Form** – The project area is located within the coastal boundary as delineated by DEEP approved coastal boundary maps and a Coastal Consistency Review Form will be required to be submitted. Tighe & Bond will prepare the Coastal Consistency Review Form and submit to DEEP on behalf of the City of Norwalk.

Task 3 – Oversight of Dam Work and General Permit Reporting Services

1. **Notice to Municipality-Intent to Conduct Regulated Activities authorized by a Dam Safety General Permit to Conduct Maintenance, Repairs, and Alteration to Dams Preparation** – In accordance with the *Dam Safety General Permit Filing-Only* or *Approval of Filing with Professional Engineer Oversight Required*, we will prepare the *Notice to Municipality* and for submission to the City of Norwalk Inland Wetland Commission, at least two weeks prior to initiating repair work. Under the dam safety general permits, the Inland Wetlands Commission is required to be notified, but not required to grant an approval.
2. **Dam Repair Work Observation** – In accordance with the *Dam Safety General Permit Filing-Only* or *Approval of Filing with Professional Engineer Oversight Required*, we will observe on a part-time basis the clearing and grubbing of trees and stumps, filling of crest settlement, rehabilitating or replacement of the low-level outlet valve, and repairing the right stone masonry training wall. We will prepare field reports for the times that we are on site observing work for inclusion in the Work Completion Report. We have included seven days of repair work observation.
3. **Work Completion Report Preparation** – In accordance with the *Dam Safety General Permit Filing-Only* or *Approval of Filing with Professional Engineer Oversight Required* we will prepare a Work Completion Report including photographs, diagrams, sketches indicating the work completed. We will also prepare a Record Drawing indicating any changes to the Construction Drawings.

Assumptions/Excluded Services

In an effort to provide a limited budget based on a specific Scope of Services, Tighe & Bond has made the following assumptions and exclusions, which define the intended services and associated costs.

1. The repair work will not necessitate drawing down the impoundment by more than three inches below the normal pool elevation (below the spillway crest). Therefore a Request for Determination of Need for Fishway for Dam Safety Permit form and coordination with DEEP Fisheries will not be required.
2. The project will be eligible for approval under *Dam Safety General Permit GP-016, Approval of Filing Category*.
3. Approval under the CT DEEP Dam Safety Program exempts additional review under the Connecticut Tidal and Inland Wetlands Acts.
4. The wetland impacts for the project will be less than 5,000 square feet; and the project will be eligible for Self-Verification approval under the Army Corps of Engineer's CT General Permit.
5. Based on a review of recent DEEP mapping, the project site is not mapped as habitat for state listed species and an NDDb review request will not be submitted.
6. Attendance at additional meetings is excluded, but can be provided at an hourly rate upon request.

Fee

Tighe & Bond will perform these services for a lump sum fee of \$20,000, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The lump sum fee has been broken out by task below for informational purposes.

Task	Fee
Task 1: Design Services	\$6,000
Task 2: Permitting Assistance Services	\$4,000
Task 3: Oversight of Dam Work and General Permit Reporting Services	\$10,000
Total Lump Sum Fee	\$20,000

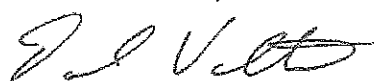
Schedule

We are prepared to initiate the services described herein within two weeks of receipt of an acceptance of this proposal and anticipate that the Task 1 can be completed within four to six weeks, depending on the City of Norwalk's review time. Task 2 can be prepared and submitted to DEEP within four weeks of final design repair drawings, and we anticipate CTDEEP Dam Safety will require four weeks to review and approve the general permit. Task 3 will be dependent on the repair schedule of the City of Norwalk DPW, yet the General Permit Reporting Requirements will be completed within four weeks of the completion of repair work. It is important to note that review durations by permitting agencies are beyond our control and could extend this schedule.

A proposal acceptance statement is provided at the end of this letter. If this proposal is acceptable, please sign and return one copy of this letter proposal. Thank you for the opportunity to provide our services and we look forward to working with you on this project. If you have any questions or comments, please contact Dan Valentine at (860) 704-4772.

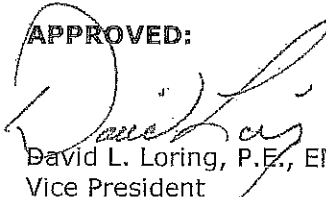
Very truly yours,

TIGHE & BOND, INC.



Daniel F. Valentine, P.E.
Project Manager

APPROVED:



David L. Loring, P.E., ENV SP, LEED AP
Vice President

ACCEPTANCE:

On behalf of the **City of Norwalk** the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Enclosures: Terms and Conditions

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"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the

Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate

ENGINEER for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s)

or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

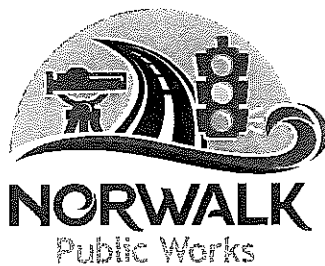
15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the ENGINEER not provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.



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

MEMORANDUM

TO: Public Works Committee of the Common Council

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

CC: Bruce J. Chimento, P.E. - Director of Public Works
Lisa Burns, P.E. - Principal Engineer, Department of Public Works

REF: 4th Taxing District Extension Information

DATE: April 10, 2017

The extension of the 4th Taxing District is done as per Section 1-17 of Article II, Taxing Districts of the City Charter and Special Acts, as well as Chapter 94 of the City Ordinance. The 4th Taxing District is the sewered portion of the 5th Taxing District. The 4th Taxing District therefore, does not have a fixed boundary and can potentially change every year. The 1st, 2nd, 3rd, 5th, and the 6th Taxing Districts all have fixed boundaries. Properties that are in the 5th Taxing District usually have subsurface sewage disposal systems (septic systems) and do not have access to the City sanitary sewer system. Parcels in the 5th Taxing District that have access (even though not physically connected) to the City sanitary sewer system along the frontage of the property are eligible to be taken into the 4th Taxing District. In cases where the City sanitary sewer system is not accessible along the frontage of their property, some property owners will choose to run their sewer lateral to the nearest City sanitary sewer. This would also make the property eligible to be taken into the 4th Taxing District. In summary, either access to, or connection to the City sanitary sewer system makes a property in the 5th Taxing District eligible to be taken into the 4th Taxing District.

When the access to (through a sanitary sewer system extension project), or connection to the sewer system is completed by September 30 of one year, the parcels are taken into the 4th district, and added to the Grand list for the tax bills that are due on July 1st of the following year. If you have access to, or connection to the sewer system is completed on/or after October 1st of one year, the parcels are taken into the 4th district, and added to the Grand list for the tax bills that are due on July 1st of the second following year (twenty-one months later). When taken into the 4th Taxing District, the property also becomes eligible for City garbage collection. There is an

increase in the mill rate between the 4th Taxing District and the 5th Taxing District. This difference in the mill rate is intended to cover the cost of the garbage collection. The cost of processing the sewage at the City Waste Water Treatment plant for parcels in all of the Taxing Districts in the City is covered by the Water Pollution Control Authority (W.P.C.A.) sewer user fee that was instituted for fiscal year 2002 - 2003. The cost of garbage collection is already included in the mill rate for the 1st, 2nd, 3rd, and the 6th Taxing Districts.

Property owners who cannot receive City garbage collection due to accessibility of the parcel (say on a private road, residential condominium complexes, or residential cooperative units) and have to use a private garbage disposal company, are eligible to apply for an exemption at the office of the Tax Assessor (with proper documentation on or before April 15 prior to the ensuing fiscal year) and will be credited the portion of the mill rate in the 4th Taxing District that is specifically for garbage collection. That is tentatively 0.720 mills for fiscal year 2017 - 2018. They will then be put into the Taxing District called the 4N. This exemption also applies to the 1st, 2nd, and 3rd Taxing Districts.

The City of Norwalk Board of Estimate and Taxation
FY 2017-18 TENTATIVE APPROVED MILL RATES
 Rounded to Nearest xx.xxx Mills

FY 2016-17 APPROVED							
AUTONOMOUS DISTRICTS							
	1st Downtown Norwalk	2nd South Norwalk	3rd East Norwalk	4th Sewered Main Area	5th No Garbage Main Area	6th Rowayton	10th Motor Vehicle
SERVICE DISTRICTS							
Fifth	21.631	21.631	21.631	21.631	21.631	21.631	
Fire	3.105	3.105	3.105	3.105	3.105	3.105	
Fourth-Garbage	0.708	0.708	0.708	0.708	0.708	0.708	
Street Lighting							
Sixth - Rowayton				0.059	0.059		
APPROVED 2016-17	25.444	25.444	25.444	25.503	24.795	22.942	28.907
FY 2017-18 TENTATIVE APPROVED							
AUTONOMOUS DISTRICTS							
	1st Downtown Norwalk	2nd South Norwalk	3rd East Norwalk	4th Sewered Main Area	5th No Garbage Main Area	6th Rowayton	10th Motor Vehicle
SERVICE DISTRICTS							
Fifth	22.081	22.081	22.081	22.081	22.081	22.081	
Fire	3.088	3.088	3.088	3.088	3.088	3.088	
Fourth-Garbage	0.720	0.720	0.720	0.720	0.720	0.720	
Street Lighting							
Sixth - Rowayton				0.057	0.057		
TENTATIVE 2017-18	25.889	25.889	25.889	25.946	25.226	23.384	29.500
APPROVED 2016-17	25.444	25.444	25.444	25.503	24.795	22.942	28.907
% Increase Mill Rate	1.75%	1.75%	1.75%	1.74%	1.74%	1.93%	2.05%
Median Assessed Value	\$217,810	\$193,020	\$239,675	\$250,435	\$349,545	\$677,500	
FY 2017-18 Taxes	\$5,638.88	\$4,997.09	\$6,204.95	\$6,497.79	\$8,817.62	\$15,842.66	
FY 2016-17 Taxes	\$5,541.88	\$4,911.13	\$6,098.21	\$6,386.76	\$8,666.85	\$15,542.99	
Annual Increase Taxes	\$97.00	\$85.96	\$106.74	\$111.03	\$150.78	\$299.67	

Norwalk Water Pollution Control Authority
2016 Grand List Update

Date: 4/5/2017

Date WPCA Connection Paid	Street Address Number	Parcel Location	Tax Lot (D-B-L)	Existing Sewer District	Commercial/ Residential	Finished No. of Units	Description
6/8/2016	123	Richards Avenue	5-70-3-0	5N	Residential	64	64 Units
12/10/2015	10	Fox Run Road	5-56-446-0	5N	Residential	1	1-family
11/12/2015	305	Newtown Avenue	5-28-66-0	5N	Residential	1	1-family



CITY OF NORWALK

Thomas Little

Permit Engineer

tlittle@norwalkct.org

norwalkct.org

P: 203-854-7290 / F: 203-857-0143

Norwalk City Hall

125 East Avenue, PO Box 5125

Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: Thomas Little - Permit Engineer, Department of Public Works

CC: Bruce J. Chimento, P.E. - Director of Public Works
Lisa Burns, P.E. – Principal Engineer, Department of Public Works

DATE: April 27, 2017

RE: The SONO Collection – Temporary Easement

There is a need for the tie-back easement is due to the Temporary Soils Retaining System which needs to be installed along North Water and Pine Street Extension. The reason for the temporary support system, which is a normal means and methods, is to allow for the excavation for the foundations alongside the streets above for protection of the embankments. The easement is to allow for what are called soil nails, which will be installed partially under North Water Street and Pine Street Extension to hold the temporary support system in place during construction.

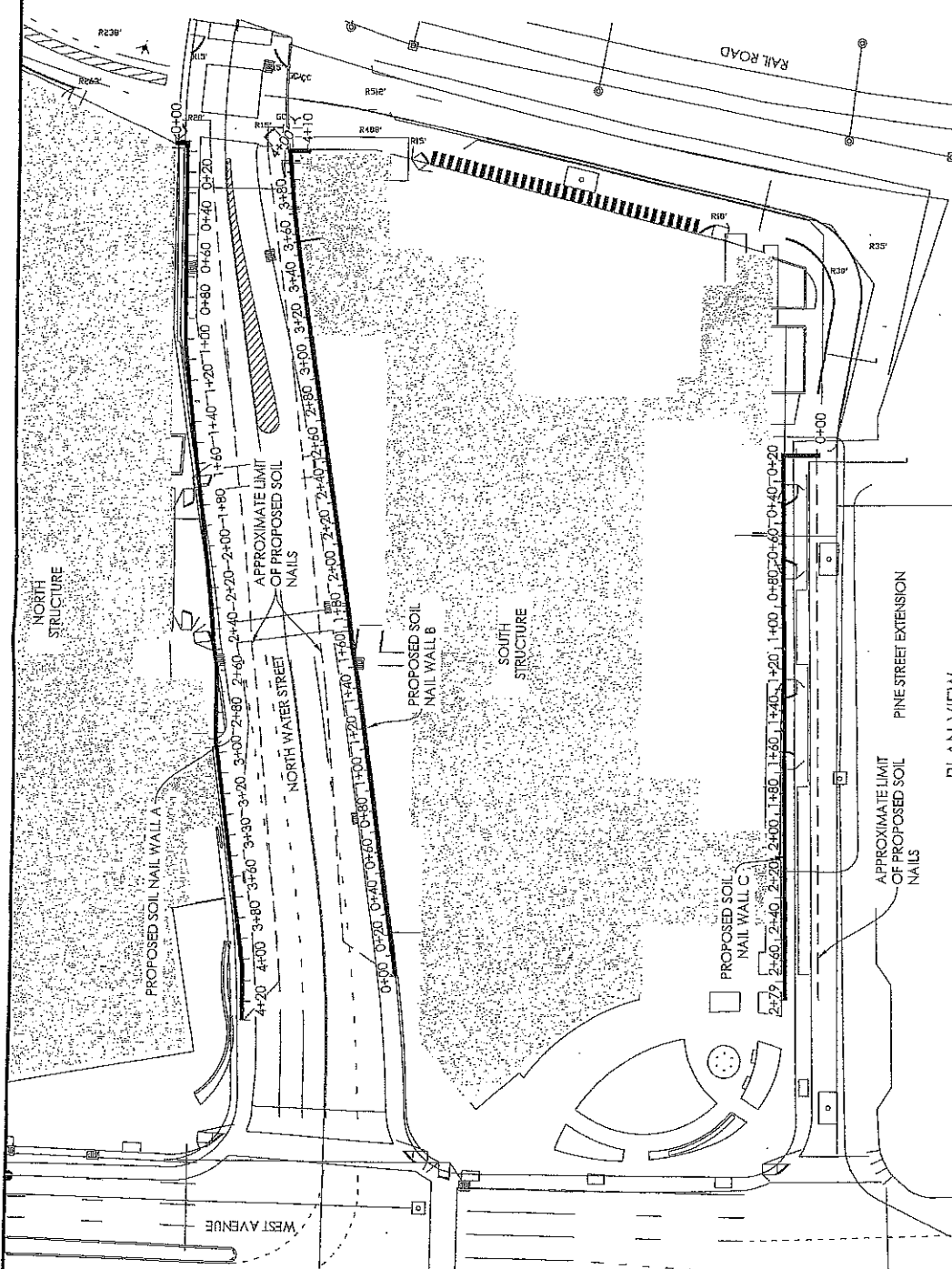


EXHIBIT
A

THE SONO COLLECTION 100 NORTH WATER STREET NORWALK, CT 06854				DWG No. 685.001-2	
TEMPORARY EXCAVATION SUPPORT				PLAN VIEW	
4	3	2	1	No.	DATE

DIAMETER	SCOTT
CHECKER	JAKO
MANAGER	JAKO
SA SIEFERT ASSOCIATES	
HAYWARD BAKER	
515 CENTERPOINT DRIVE	
MIDDLETOWN, CT 06457	

THESE DRAWINGS SHALL NOT BE MODIFIED OR ALTERED, UNLESS UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. IF ANY ALTERATIONS OR MODIFICATIONS ARE MADE, THE ENGINEER SHALL BE NOTIFIED BY THE USER, THE SEAL AND THE NOTARY ATTESTED BY FOLLOWED BY THE USER'S SIGNATURE, THE DATE OF ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

DRAFT
4/21/2017

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DEPARTMENT OF PUBLIC WORKS

BID SHEET

PROJECT: PM2017-3

PROPOSED HOT-IN-PLACE RECYCLING AND MICRO-SURFACING

DATE: THURSDAY, APRIL 20, 2017 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
Sealcoating, Inc. 825 Granite Street Braintree, MA 02184	\$ 478,840.60 (Apparent low Bid)	15 % Fidelity and Deposit Co. of Maryland
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%



MEMORANDUM

TO: Elisabeth Burns, P.E. - Principal Engineer

FROM: Aaron Ho, E.I.T. - Junior Engineer

CC: Bruce Chimento, P.E. - Director of Public Works
Drew Berndlmaier, P.E. - Senior Civil Engineer

REF: Public Works Committee Agenda Item - Project PM2017-3 Proposed Hot-In-Place Recycling and Micro-Surfacing

DATE: May 2, 2017

This memo will explain the background for the PM2017-3 Proposed Hot-In-Place Recycling and Micro-Surfacing Project.

Hot-In-Place Recycling (re-heating and re-use of existing asphalt surface) and Micro-Surfacing (thin bituminous coating) are two separate pavement preservation techniques that have been used together recently by other local municipalities. The estimated lifespan that can be expected from this combination of alternate resurfacing techniques is approximately 8-12 yrs, compared to the 12-20+ years expected from a mill and re-pave, but the cost is approximately 50% of the cost of a mill and re-pave.

The reason why we are considering Hot-in-Place Recycling and Micro-Surfacing is because there are several City roads that are not on the 5-year paving forecast, but are deteriorated enough to warrant performing some form of maintenance techniques. We've consulted with other local municipalities (New Canaan and Fairfield) that have used these techniques to resurface their roads, and also assessed the final results. Overall, we've determined that the processes were promising and reliable enough to warrant using in Norwalk.

Both processes were included together in the same bid to keep responsibility (warranties and quality-control) within one contract. Because both processes are considered specialty work, we realized there was a risk of fewer bidders. However, in speaking with other viable bidders, we expected at least two bids.

The low bidder expected other bids as well, which is reflected in their bid price, only 7% more than our engineer's estimate. Because our estimate had to factor in items that other municipalities have been able to supply themselves (ie traffic control, resetting utility gates, etc), there was less certainty in the prices we would get.

We believe the bid price received to be a fair price and worth moving forward on. The City has worked with Sealcoating in the past, each time meeting their contractual expectations.

1 Management Summary

1.1 Introduction

PRIME would like to thank the City of Norwalk (hereby referred to as 'the City'), for giving us the opportunity to propose our Document Conversion Services. PRIME believes we will be able to fulfill all of the City's requirements for converting their documents.

1.2 Vendor Information

Company Name: PRIME AE Group, Inc.

Company Location: 55 Capital Boulevard, Rocky Hill, CT, 06067

Company Point of Contact: Bill Oliver

Phone Number: (860) 393-4002

Email Address: boliver@prime3sg.com

2 Project Outline

Engineering Division – Volume details and estimate

Based on the site visits done by PRIME, we estimate the following:

- Types of paper to be scanned across the department:
 - Various building documents, Maps and/or Plans (B&W scanning, with few color plans)
 - In file drawers
 - Various sizes
 - Map File Index Cards (Color scanning)
 - Single sided index cards
 - Large Development Index Cards (Color scanning)
 - Street Record Index Cards (Color scanning)
 - Large Size Index Cards
- Total estimated volume (images):
 - Large Format Documents – 30,000
 - Index Cards – 4,900

Document Types and Keywords

The following document types along with related keywords will be considered for this project. Other keyword values can be added later if the City needs to have additional indexing information for the images:

	Document Type	Keywords	Drop Down (if applicable)
1	Map File	File Number	
2	Map File Index Cards	Street Name	
3	Large Development Record Cards	Street Number	
		Street Name	
		Map File Number	
4	Street Record Cards	Street Name	
		Previous Street Name	
		Location	
		Acceptance	
		Width	
		Length	
		Surface	
		Sewer	
		Sewer Reference Number	
		Reference Maps	

PRIME Document Conversion Process

- Schedule box pick up from the department and perform conversion process at PRIME facilities
 - Packing the files
 - The map files can be packaged by City staff or by PRIME. The files should be rolled in groups by file number if possible and placed in bags. PRIME will supply the City with the necessary bags.
 - An inventory sheet must be attached to each box/bag, and a master inventory will be signed by both Town and PRIME staff.
 - Prepping – The card files should require little prepping time. However, the maps may vary in condition, so some time with each document will be necessary to make sure a quality image will be obtained by the scanner.
 - Scanning
 - Indexing – Indexing will be completed according to the keywords defined above. Additional keywords can be added to the documents in OnBase later.
 - Quality Control – All images will be reviewed for quality
 - Export
 - Import to CRCOG's OnBase solution
- Configure OnBase with the document types and associated keywords.
- Import the converted documents along with metadata information into the CRCOG's OnBase solution for search and retrieve based on the keywords/metadata.

Key Assumptions

PRIME will be making the following assumptions for this project:

- It will be the City's responsibility to "group" the documents as per their respective document types before PRIME boxes the files for pickup.
- Any modification in the document types or related keywords will need a "change request" to be processed.
- The above-mentioned volumes are an estimate only and all invoicing will be done on the "actual" number of images processed.
- If PRIME identifies more volume than the estimates above, it will be immediately brought to the City's attention for additional funding.

3 Pricing

Item	Unit Rate	Est. Qty.	Estimated Total
Project management	\$75.00	20 hours	\$1,500.00
Job setup	\$80.00	6 hours	\$480.00
Export	\$80.00	3 hours	\$240.00
Regular image scanning	\$0.06	4,900 images	\$294.00
Maps/Plans scanning	\$1.25	30,000 maps	\$37,500.00
Price per Indexing (regular field)	\$0.15	38,000 indexes*	\$5,700.00
Prepping and De-prepping	\$18.00	250 hours	\$4,500.00
Transportation/ Inventory	\$18.00	40 hours	\$720.00
Total Cost			\$50,934.00

*Number of index fields calculation:

- Each map file will have 1 field → 30,000 indexes
- Each map file index card will have 1 field → 2,800 indexes
- Each large development record card will have 3 fields → 2,100 indexes
- Each street record index card will have 10 fields → 13,000 indexes

**The invoicing for images scanned, fields indexed and prepping for indexing/document typing will be on "actuals".



Signatures:

On Behalf of the City of Norwalk:

Date Approved: _____

Nathaniel Asare, Junior Engineer

On Behalf of Prime3SG:

Date Approved: April 20, 2017

Nanda Nair – Principal





111 Founders Plaza
Suite 1600
East Hartford, CT 06108
tel: 860-529-7615
fax: 860-290-7845

February 2, 2017

Ms. Lisa Burns, P.E.
Principal Engineer
City of Norwalk
Department of Public Works & Engineering
125 East Avenue
Norwalk, Connecticut 06851

Subject: The SoNo Collection
General Growth Partnership Development
West Avenue Construction Oversight Services and Resident Project Representative
Services

Dear Ms. Burns:

Thank you very much for asking us to consider supporting the City with CM and CEI oversight services for these two significant projects. CDM Smith has a long history of providing these services to municipalities including Norwalk. We have two professionals who are available immediately to execute the assignment both for the coordination of utility relocation and to provide field oversight services on the City's behalf. Joe Virgadula, our Construction Manager, will lead the effort focusing on utility coordination and overall execution of the services. Mike Mancini, who has extensive field experience, as well as Joe, will provide on-site representative services during the actual construction activities of the two projects. Project Management services will be provided as necessary. We have executed similar type assignments, not only for local municipalities including Norwalk, Greenwich, New Haven, Hartford, as well as other agencies including the MDC, and greater New Haven Water Pollution Control Authority. We also bring a strong track record of FEMA Disaster Recovery experience should you require any specific expertise related to FEMA and HUD funding.

Scope of Services

CDM Smith will provide construction oversight and inspection services for the subject project. The services shall be direct at the Developer/Contractor's compliance with plans previously reviewed and approved for the construction and implementation of City/State owned facilities. These may include, but not be limited to improvements to streets, sidewalks, traffic signals, storm and sanitary sewers, street lighting, etc. CDM Smith will monitor the contractor compliance with approved plans, specifications, sequence of operations, staying and maintaining all protection of traffic requirements. CDM Smith's Manager, Construction Manager, and/or Resident Inspector will attend regularly



Ms. Lisa Burns, P.E.
February 2, 2017
Page 2

scheduled progress meetings representing the interest of the City and coordinate responses when necessary by the City staff. CDM Smith staff will provide the following:

- Coordination of approvals and RFI's and shop drawing reviews necessary by the Contractor from the City.
- Attendance at all Project Meetings.
- Coordinate and assist the City in reviewing field changes, RFI's and City responses to requests of the Contractor.
- Monitor Contractor schedule and advise the City of changes, delays, and change requests.
- Monitor Contractor preparation of record drawings.
- Monitor requests for payments and invoices requiring reimbursement by the City, advise on the validity of the request.
- Maintain SharePoint file of documentation between the Developer/Contractor, City and CDM Smith related to City required improvements.
- Monitor field and laboratory testing of materials related to City facilities. Assist the City in review and approvals according to specific requirements of the specifications.

CDM Smith's Resident Project Representative will comply with those services as outlined in attached Exhibit B. In addition, CDM Smith may at the request of the City provide when professional engineering, environmental and support services as may be requested from time to time by the City.

I have included the resumes of Mr. Virgadula and Mr. Mancini for your consideration. Hourly rates for these professionals as well as administrative and clerical support services would be as follows:

Project Manager/Principal Civil Engineer	\$230 per hour
Construction Manager	\$175 per hour
On-Site Project Field Representative	\$115 per hour
Senior Engineering Support (if required)	\$156 per hour
Engineer (if required)	\$130 per hour
Administrative Services/Document Control	\$100 per hour





Ms. Lisa Burns, P.E.
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A budget estimate for services for the eighteen (18) months is as follows:

	Rate	Hours	Estimate
Project Manager/Principal Civil Engineer 8 hrs/wk avg	\$230	435	\$100,050
Construction Manager 5 hrs/wk avg	\$175	380	\$66,500
Project Field Representative 10 hrs/wk avg	\$115	820	\$94,300
Senior Engineer	\$156	80	\$12,480
Engineer	\$130	80	\$10,400
Clerical Admin	\$100	80	\$8000
Document Control	\$100	130	\$8000
TOTAL			\$299,730

Direct costs associated with material testing, lab testing sampling and geotechnical are assumed to be the responsibility of the Developer, CM or City. We have assumed office space will be provided for our inspector and that all operation signal observations would be conducted by City Staff. We have assumed both projects will be running concurrently.

Thank you for considering us for this assignment. We are available to commence work immediately upon receipt of an advanced Notice to Proceed and authorization to invoice while our contract is being prepared and executed. Please keep us informed regarding the schedule for up and coming items including the CM at Risk interviews and anticipated contractor start dates. We have received the materials you forwarded.

Very truly yours,

Paul F. Schmidt, P.E.
Principal Civil Engineer/Client Service Leader
CDM Smith Inc.





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Attachments: Exhibit B – Duties, Responsibilities and Limitation of Authority of the Resident Project Representative



THE PLANNING COMMITTEE OF THE COMMON COUNCIL

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

VII. D

TO: MEMBERS OF THE NORWALK COMMON COUNCIL
FROM: TAMI STRAUSS, DIRECTOR OF COMMUNITY DEVELOPMENT PLANNING
RE: 2017 NEIGHBORHOOD ASSISTANCE ACT (NAA) TAX CREDIT PROGRAM
DATE: MAY 5, 2017

The City of Norwalk received 13 applications for Connecticut's 2017 Neighborhood Assistance Act Tax Credit Program (NAA-TCP), which provides a tax credit to business firms making cash investments in qualifying community programs conducted by tax exempt or municipal agencies. Please note:

- This is not a Norwalk grants program, nor are any funds controlled by the City of Norwalk involved.
- 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 the State's Department of Revenue Services.

Under statute, the non-profits must be referred by the local legislative body following a public hearing. This hearing took place at the Planning Committee meeting on May 4, 2017. Following the public hearing, the Committee was asked to advance to the Common Council any or all of the following applications received. The Planning Committee recommended 11 of the 13 applications. The full applications are posted here:

<http://www.norwalkct.org/1709/Neighborhood-Assistance-Act-Tax-Credit-P>

Organization	Program Title	Amount Requested	Credit % Requested
Broad River Homes	Window Replacement	\$110,000	100%
CT Radio Information Systems	Audio Access for People who are Blind or Print Challenged (Norwalk)	\$19,209	60%
Human Services Council	One Park Street Interior Improvements	\$122,650	60%
Maritime Aquarium	Building Management System - Technology Update	\$150,000	100%
Mid Fairfield AIDS Project	9 Moore Place Solar Panels	\$100,000	100%
Norwalk Community Health Center	Dental Radiography Machines	\$30,000	60%
Norwalk Housing Authority	Roodner Court Energy Efficiency	\$100,338	100%
Norwalk Housing Foundation	College Scholarship Program	\$150,000	60%
Open Door Shelter	Job Training for Homeless Individuals	\$150,000	60%
Rowayton Senior Housing	Going Green Initiative	\$150,000	100%
South Norwalk Community Center	Computer Training Course	\$24,239	60%

REQUESTED ACTION: Approve the applications listed above for referral to the State for inclusion in the 2017 NAA tax credit program.