

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: January 8, 2019

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Nicholas Scott Kantor, Zoning Commission (Alternate)
Marilyn Altman, Zoning Board of Appeals (Alternate)

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization for authority to file Offers of Compromise: Braulio Segura-Ordaz & Samantha Segura v. Francois Van Rensberg, et al. – **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION & PARKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Gordon Fine Arts for the use of 50 Washington Plaza, Washington Street, North/South Main and surrounding Streets, along with Veterans Park (Parking) for an Arts Festival to be held Saturday, August 3, 2019, 10:00 AM – 8:00 PM and Sunday, August 4, 2019, 10:00 AM – 5:00 PM. Set up to take place at 6:00 AM Friday, August 2, 2019 with tear down no later than 8:00 PM Sunday, August 4, 2019. Estimated attendance 1,500.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Gordon Fine Arts for the use of Mathews Park for the Norwalk Art Festival to be held Saturday, June 29, 2019 and Sunday, June 30, 2019 from 10:00 AM – 5:00 PM each day. Set up to take place Friday, June 28, 2019 at 7:00 AM with tear down no later than 7:30 PM on Sunday, June 30, 2019. Estimated attendance 400.
3. Authorize the Mayor, Harry W. Rilling to enter into an agreement with N.I.C.E. Inc. for the use of Oyster Shell Park for the Annual N.I.C.E. Festival to be held Saturday, July 6, 2019 from 11:00 AM – 11:00 PM. Set-up to take place Friday, July 5, 2019 at 6:30 AM, with tear down no later than 12:00 Noon Monday, July 8, 2019. Estimated attendance 4,000.
4. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Mid Fairfield Child Guidance Center Inc. for the use of Calf Pasture Beach for their Annual Penguin Plunge to be held on Sunday, February 24, 2019 from 10:00 AM – 1:00 PM with set-up to begin at 9:00 AM and tear down no later than 2:00 PM on Sunday, February 24, 2019. Estimated attendance 100.
5. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Norwalk YMCA Camp Sunrise for the use of Silvermine Elementary School grounds for their Summer Camp to take place Monday – Friday, June 24, 2019 – August 16, 2019 from 7:30 AM – 6:00 PM. Estimated attendance 150.
6. Authorize the Mayor, Harry W. Rilling to enter into an agreement with JS Endurance for the use of Veterans Park for their SoNo Half Marathon/5K to be held Saturday, October 19, 2019 from 9:00 AM – 12:30 PM with set up to begin at 6:00 AM and tear down no later than 2:00 PM on Saturday, October 19, 2019. Estimated attendance 1,500.

7. Authorize the Mayor, Harry W. Rilling to enter into an agreement MBI Inc for the use of Norwalk High School Front Lawn and Parking Area for their NHS Winter Guard/Percussion Home Show to be held Saturday, March 23, 2019 from 8:00 AM – 9:00 PM. Estimated attendance 2,500 Staggered.
8. Authorize the Mayor, Harry W. Rilling to enter into an agreement with LAZ Parking for the management of parking at Calf Pasture Beach, Shady Beach, Taylor Farm, Veterans Park and Cranbury Park for the 2019 season for an amount not to exceed \$180,000. Account #TBD
9. Authorize the Purchasing Agent to issue a purchase order to Crowley Auto Groups for the purchase of a Ford Escape, SUV, for a sum not to exceed \$24,147.00. Account #09196030-5777-C0365.

B. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: January 10, 2019.
2. For informational purposes only: Narrative on Tax Collections dated January 10, 2019.
3. For informational purposes only: Monthly Tax Collector's Report Dated: December 2018.
4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Microsoft for Government Cloud Office 365 Solution project for the City's email system (875 users) for 3 year term with 1 optional 2 year extension for an annual amount not to exceed \$62,867.25, account 09160600-5777-C0375.
5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Connection Business Solutions, a Microsoft Gold-certified implementation partner, for deployment services related to the migration of the City's email system to Microsoft's Government Cloud Office 365 Solution per quotation #345387-1.2, dated 11/5/2018, for an amount not to exceed \$19,999.00, account 09160600-5777-C0375.
6. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to execute the Tax Abatement (tax fixing) agreement between the City of Norwalk, the Norwalk Housing Authority, and entities totally controlled or owned by Trinity Washington Village Phase Three Limited Partnership.

C. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to execute the Fourth Amendment to the June 5, 2017 Contract with Tighe & Bond, Inc. to provide professional engineering services relative to the Norwalk Levee, for an amount not to exceed \$193,050, for Construction Observation Services for Project No. PM2019-1, Pavement Management Program.

Account No. 09 19 4021 5777 C0021

D. LAND USE & BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute a contract with A.V. Tuchy, Inc. for the Mill Hill Jail and Barn site accessibility alterations- Phase I for a total amount not to exceed \$414,600.00 Funding from DEEP Administered OPM Grant. Acct. # to be assigned.
- 1b. Authorize the Historical Commission to issue Change Orders on Contract for a total not to exceed \$41,000.00
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Antinozzi Associates to provide architectural design services for various projects at Norwalk High School for a total not to exceed of \$449,000. Acct. #09185010 5777 C0610
- 2b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$44,000.
- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Ponus Ridge School (new PK-8 STEM School) renovation and addition project, to accept the Guaranteed Maximum Price (GMP) in the amount of \$36,473,862.00. Acct. Acct. #09185010 5777 C0608
- 3b. Authorize the NFCC to issue Change Orders on Contract for a total not to \$1,823,000.00.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ZONING COMMISSION	M/C	NWLK CODE §79
NICHOLAS SCOTT KANTOR (D)		Term Exp. 07/01/2021
25 Hawthorne Drive		(Alternate)
Norwalk, CT 06851		

ZONING BOARD OF APPEALS	M/C	NWLK CODE §116
MARILYN ALTMAN (D)		Term Exp. 11/1/2020
51 Sammis Street		(Alternate)
Norwalk, CT 06853		

COMMON COUNCIL
NORWALK, CONNECTICUT

JANUARY 8, 2019
COUNCIL CHAMBERS

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

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

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

I. ROLL CALL

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

Council at Large:	Mr. Gregory Burnett Mr. Colin Hosten Ms. Barbara Smyth	Mr. Michael Corsello Mr. Nicholas Sacchinelli
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Mr. Ernest Dumas	Ms. Darlene Young
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. Douglas Hempstead	Mr. George Tsiranides
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call there were fifteen (15) Common Council members present.

Also present were Mayor Harry Rilling; Deputy Corporation Counsel, Jeffry Spahr and City Clerk, Donna King.

Mayor Rilling welcomed Ms. Young and Mr. Hosten to their first meeting. He said both have been selected pursuant to the Charter.

II. ACCEPTANCE OF MINUTES

December 11, 2018

**** MR.IGNERI MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED WITH TWO (2) ABSTENTIONS (MR. HOSTEN AND MS. YOUNG)**

III. PUBLIC PARTICIPATION

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

Mr. Joseph Schnierlein spoke in support of the use of carry out bags ordinance. He said he knows the devastation brought about by plastic bags in the water. The Harbor Management, Shellfish and Water Quality commissions are strongly in favor of this ordinance.

Ms. Grace Blackwell spoke in support of the use of carry out bags ordinance. She said the plastic bags do not break down and end up in the water killing wildlife.

Ms. Betty Bell spoke in support of the use of carry out bags ordinance. She said Norwalk uses millions of plastic bags. They do not break down and are ingested by marine life. There are 10 drop off locations in Norwalk to donate plastic bags for users in need. Norwalk needs to be a city devoted to sustainability; this ordinance is in the best interest of the community.

Ms. Marne Smith spoke in support of the use of carry out bags ordinance. She said it is not hard to go without plastic bags. She presented reusable bags obtained over time and said she keeps them in her car.

Ms. Cece Mar spoke in support of the use of carry out bags ordinance. She said they give out 53,000 bags to their clients at Person to Person, but they are looking at ways to provide reusable bags to their clients, as well as provide education. It is a continuing effort and they are all in favor of protecting the environment and moving toward reusable bags.

Ms. Roshni Yousuf a student at Roton Middle School spoke in support of the use of carry out bags ordinance. She said that at school, they all know about the harm caused by plastic bags. This ban is a step in the right direction. She added that she hoped an education platform would be created.

Ms. Midge Kennedy spoke in support of the use of carry out bags ordinance. She said single use plastic bags are a waste of petroleum. The Board of Directors of the Norwalk land Trust voted unanimously to support the ban.

Ms. Liz Milue spoke in support of the use of carry out bags ordinance and said Westport spearheaded the ban 10 years ago.

Mr. Edward Cesare spoke in support of the use of carry out bags ordinance. He said the use of microbeads in cosmetics was banned.

Ms. Marlene Harrick spoke in support of the use of carry out bags ordinance but expressed concern about what to use when disposing of diapers and picking up after dogs.

Ms. Diane Lauricella spoke in support of the use of carry out bags ordinance. She said there are a lot of issues in Norwalk and that the City should not stop at plastic bags. She added that they need to be sensitive to low income people who do not have cars. The City also needs to provide education during the roll out and be sensitive to the needs of others. She suggested that churches provide free reusable bags and that the City put free reusable bags on buses.

Ms. Kelly Calderon spoke in support of the use of carry out bags ordinance. She described how she and her family would get their groceries and carry their bags on the bus.

Ms. Bridget Cevero said that The Maritime Aquarium supports the use of carry out bags ordinance. She said this ordinance aligns with their mission.

Mr. Stephan Collot spoke in support of the use of carry out bags ordinance. He said he was shocked by the use of plastic bags when he moved here from France. He spoke about going to the Norwalk Islands and cleaning the debris.

Mr. Kevin Tzpas spoke in support of the use of carry out bags ordinance. He noted that it take many years for plastic bags to break down.

Ms. Nancy McClellan spoke in support of the use of carry out bags ordinance and said she spent three hours on New Years Day collecting trash at Veteran's Park.

Dr. Peter Libre spoke in support of the use of carry out bags ordinance said he typically walks or bikes. He said that during his outings, he picks up a lot of trash. He said he was dismayed that a recent study said that oysters are filtering the trash and that it is discouraging that oysters are becoming contaminated.

Ms. Ginger booker spoke in support of the use of carry out bags ordinance. She said children who grow up with adults who support the ban can make a difference. She suggested using cotton reusable bags.

Ms. Louise Washer spoke in support of the use of carry out bags ordinance. She said that last year the Norwalk River Watershed picked up 1,800 pounds of trash in the Norwalk River.

Mr. Dick Harris spoke in support of the use of carry out bags ordinance and said he worked in water quality for a long time. He said that people toss dog waste in plastic bags into storm drains.

Ms. Roma Stiberly spoke in support of the use of carry out bags ordinance and said it is not a burden to keep bags with you at all times. She said that some of the poorest countries completely adopted a ban on plastic bags.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

MAYOR'S REMARKS

Mayor Rilling announced upcoming events:

January 21st – celebration of Dr. Martin Luther King's birthday

January 15th & 21st – public review and hearing on the new plan of conservation and development

Mayor Rilling invited everyone to participate in the annual Earth Day clean up in April.

**** MR. CORSELLO MOVED TO SUSPEND THE RULES TO ADD TWO
ITEMS TO THE AGENDA UNDER RECREATION PARKS AND
CULTURAL AFFAIRS
** MOTION PASSED UNANIMOUSLY**

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS

Mr. Livingston welcomed Ms. Young and Mr. Hosten to the Common Council and announced their committee assignments.

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

B. CONSENT CALENDAR

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

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

MARK A. DENTE V. CITY OF NORWALK EXECUTIVE SESSION

B. BOARD OF ESTIMATE AND TAXATION

1. RESOLVED, THAT A SUM NOT TO EXCEED \$18,938 BE AND THE SAME IS HEREBY TRANSFERRED FROM UNALLOCATED CONTINGENCY TO THE PLANNING AND ZONING DEPARTMENT FOR THE PLAN OF CONSERVATION AND DEVELOPMENT

VII. COMMON COUNCIL COMMITTEES

B. FINANCE COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: DECEMBER 13, 2018
2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED DECEMBER 13, 2018.
3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: NOVEMBER 2018.
4. RESCIND THE COUNCIL APPROVAL OF OCTOBER 23, 2018:

AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS TO EAGLE VIEW, A DOLE SOURCE PROVIDER, FOR THE ACQUISITION OF AERIAL PHOTOGRAPHY OF THE ENTIRE

**CITY OF NORWALK, FOR AN AMOUNT NOT TO EXCEED
\$23,530.50 PER PROPOSAL Q-23970, GSA CONTRACT NUMBER GS-
35F-0801N, ACCOUNT 09190600-5777-C0375**

APPROVE AS REVISED:

**AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE
AN AGREEMENT WITH PICTOMETRY INTERNATIONAL
CORPORATION, A WHOLLY-OWNED SUBSIDIARY OF EAGLE
VIEW, A SOLE SOURCE PROVIDER, FOR THE ACQUISITION OF
AERIAL PHOTOGRAPHY OF HE ENTIRE CITY OF NORWALK,
FOR AN AMOUNT NOT TO EXCEED \$23,530.50 PER PROPOSAL Q-
23970, GSA CONTRACT NUMBER GS-35F-0801N, ACCOUNT
09190600-5777-C0375**

C. PUBLIC WORKS

- 1. APPROVE THE NECESSITY FOR THE
ABANDONMENT/DISCONTINUANCE OF A PORTION OF
STEVENS STREET BEGINNING AT THE EASTERLY BOUNDARY
OF THE CITY PROPERTY LOCATED AT 340 WEST AVENUE (TAX
LOT 1-8-39-0) AS DEPICTED ON A MAP PREPARED BY RYAN AND
FAULDS LAND SURVEYORS, A REDNISS & MEAD COMPANY
ENTITLED "PROPERTY SURVEY ABANDONMENT MAP OF A
PORTION OF STEVENS STREET, NORWALK, CONNECTICUT,"
DATED OCTOBER 4, 2018, AT A SCALE OF 1"=20' ON FILE IN THE
DEPARTMENT OF PUBLIC WORKS INDICATING SAID PORTION
OF STEVENS STREET TO BE ABANDONED AND INCORPORATED
INTO THE EXISTING CITY PROPERTIES LOCATED AT 340 WEST
AVENUE**
- 2. SCHEDULE A PUBLIC HEARING TO HEAR THE FREEHOLDER'S
REPORT AND ANY PUBLIC COMMENT ON SAID REPORT FOR
THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF
STEVENS STREET BEGINNING AT THE EASTERLY BOUNDARY
OF THE CITY PROPERTY LOCATED AT 340 WEST AVENUE (TAX
LOT 1-8-39-0) AS DEPICTED ON A MAP PREPARED BY RYAN AND
FAULDS LAND SURVEYORS, A REDNISS & MEAD COMPANY
ENTITLED "PROPERTY SURVEY ABANDONMENT MAP OF A
PORTION OF STEVENS STREET, NORWALK, CONNECTICUT,"
DATED OCTOBER 4, 2018, AT A SCALE OF 1"=20' ON FILE IN THE
DEPARTMENT OF PUBLIC WORKS INDICATING SAID PORTION
OF STEVENS STREET TO BE ABANDONED AND INCORPORATED
INTO THE EXISTING CITY PROPERTIES LOCATED AT 340 WEST**

AVENUE AND 350 WEST AVENUE. THE PUBLIC HEARING SHALL BE CONDUCTED IN ORDER TO HEAR ALL PARTIES INTERESTED IN COMMENTING ON THE ACCEPTANCE OF SUCH REPORT, DETERMINE IF THE FREEHOLDER'S REPORT IS IN THE BEST INTERESTS OF THE CITY AND TO TAKE SUCH ACTION ON SAID REPORT THAT THE COMMITTEE MAY DEEM ADVISABLE. THE PUBLIC HEARING IS SCHEDULED FOR TUESDAY, FEBRUARY 5, 2019 AT 7:00 P. M. IN ROOM 225, 2ND FLOOR IN NORWALK CITY HALL, 125 EAST AVENUE, NORWALK, CT

D. RECREATION, PARKS AND CULTURAL AFFAIRS

1. **AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH MULTIPLE MYELOMA RESEARCH FOUNDATION FOR THE USE OF TAYLOR FARM FOR THEIR MMRF TEAM FOR CURES 5K WALK/RUN TO BE HELD SATURDAY, JUNE 15, 2019 FROM 7:30 AM – 12:00 NOON. SET UP TO BEING AT 8:00 AM ON FRIDAY, JUNE 14, 2019 WITH TEAR DOWN NO LATER THAN 2:00 PM ON SATURDAY, JUNE 15, 2019. ESTIMATED ATTENDANCE 1,000 – 1,200.**
2. **APPROVE THE PURCHASE AND INSTALLATION OF PROTECTIVE NETTING FOR BRIEN MCMAHON BASEBALL FIELD, SOLE SOURCE, TO FORENET INC., FOR A SUM NOT TO EXCEED \$23,557.00.
ACCOUNT #0916-6030-5777-C0568**

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. ORDINANCE COMMITTEE

**** MS. MELENDEZ MOVED TO APPROVE NEW ORDINANCE: USE OF CARRYOUT BAGS BY RETAIL ESTABLISHMENTS**

Ms. Melendez thanked everyone involved for their assistance in making this a strong ordinance. She explained the purpose of the ordinance and said no one should feel helpless in fighting climate change. This is a step in the right direction. Norwalk has a responsibility to be a leader in this.

Ms. Melendez said a lot of groups provide free reusable bags. She encouraged her colleagues to support this ordinance.

Mr. Livingston thanked the public for coming out. He said it is clear how important the water is and it is incumbent upon all to respect the water.

Mr. Livingston clarified the ban saying that it bans the use of single use plastic bags, but does not ban the use of all bags. He said they are very aware of the burden on lower income residents and will reusable bags will be distributed to those in need. Education is part of this ordinance. He said Dr. Adamowski is on board.

There will be a six-month implementation period. Mr. Livingston said they need to start somewhere and will look at other plastics. Representative Dickinson in Stamford said he will look at Norwalk's ordinance to see if their ordinance needs to be strengthened.

**** MR. LIVINGSTON MOVED THE FOLLOWING AMENDMENT TO
SECTION TWO OF THE ORDINANCE**

THE TERM SHALL NOT INCLUDE BAGS PROVIDED BY PHARMACIES

**** MOTION PASSED UNANIMOUSLY**

Mr. Yerinides said he was very proud of this ordinance and was concerned about lower income residents. He said he received a lot of comments about bags breaking on public transportation. The goal is to adopt reusable bags over single use bags. This ordinance was not rushed through. This is an indication that there is a desire in Norwalk to be a leader in environmental issues. Mr. Yerinides said this will not solve all of the problems. He noted that reusable bags are used across the world.

Mr. Kydes said he believed this ordinance would be a minor inconvenience but will quickly turn into a routine. He thanked the Ordinance Committee who put a tremendous amount of work into this.

Mr. Hosten thanked everyone for the information he received tonight. This ordinance is a step in the right direction. He said the grocery store Kruger banned plastic bags years ago. He added that this issue could be related to the ongoing discussion about flooding in Norwalk due to plastic found in storm drains.

Ms. Young thanked the Ordinance Committee and said she was going to abstain from voting, but in hearing the young people talk she was moved by their message. She said she was prepared to vote.

Mr. Dumas said there is a lot of plastic clogging storm drains. There are a lot of refuse companies in South Norwalk and suggested making them cover their trucks so the trash does not fly out of the truck

Mr. Igneri said he was voting in favor and noted that many years ago, Ms. Marne Smith gave him his first reusable bag.

Mr. Burnett said he was supporting this ordinance, because if not now, when.

Mr. Hempstead said he changed his view and appreciated that this issue was brought to the forefront. He said this was a major step and suggested using it as a stepping stone. Mr. Hempstead said that he believes plastic straws will be next as well as the plastic caps on juice and milk cartons. Mr. Hempstead asked the Common Council to be bold and tackle other things.

Mr. Hempstead talked about composting leaves, banning plastic stirrers and recycling the small plastic trash bins left at the recycling center. He said they could be provided to low income residents.

Mr. Hempstead said this ordinance does not have an appeal process and suggested looking at that at future Ordinance Committee meetings. Mr. Livingston said he fully supported Mr. Hempstead's suggestions and said he is open to looking at the appeal process.

Ms. Smyth agreed that this ordinance is only the beginning and said she would like to see Norwalk tackle Styrofoam.

Mayor Rilling thanked the Ordinance Committee and said they put a lot of effort into this ordinance. He said he was impressed by the young people who came out tonight.

Mayor Rilling said he wants to move forward to ban plastic straws and Styrofoam. He said he met with Senator Duff who assured him that as this starts to move, the state will take up the plastic ban.

**** MOTION PASSED UNANIMOUSLY AS AMENDED**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

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

There was no further business and the meeting was unanimously adjourned at 8:51 p.m.

ATTEST: _____
Donna King, City Clerk

(D) IV A
Dist C

NICHOLAS SCOTT KANTOR

NSKantor@gmail.com 2 West Avenue, #8 Norwalk, Connecticut 06854 646-279-8809

25 Hawthorne Dr. 06851

PROFESSIONAL EXPERIENCE

Bridgewater Associates, LP, Westport, Connecticut

October 2011—Present

Operations and Product Manager, Client Service & Marketing Department

January 2016—Present

- Advise and assist senior management in running the Client Service efforts overseeing ~\$70 billion in assets under management including: strategic planning, project/talent management, and capacity resourcing
- Evaluated current client compatibility with Bridgewater's business model and established the separation process resulting in ~\$1 billion additional alpha capacity, completed EOY 2017
- Product manager for Salesforce (client relationship management) platform, owning the vision of the tool and prioritization of improvements. Drive product enhancements through sprint planning and delivery and change management, including:
 - Wrote requirements document and business case for upgrade of Salesforce from Classic to Lightning; manage development and release schedule of new features, expected release Q3 2018
 - Developing framework and process to remove a third-party encryption platform (requiring CIO and CEO approval) that has limited Salesforce functionality resulting in 1.5x development capacity and improvement rate and enables unused built in features, targeted Summer 2018
 - Facilitating migration of department processes into Salesforce, leading to improved processes and workflows and more widespread platform adoption, on-going
 - Simplified the process and experience to grant access to Bridgewater digital content by consolidating three queues to an automated process for adding, changing and removing access, completed in 2016
- Managed the beta testing program for Bridgewater's external portfolio construction tool while ensuring comprehensive client onboarding and feedback gathering across 40 clients resulting in a better-informed vision for the tool, completed Fall 2017
- Manage recruitment for client team support roles (~30 roles/~25% of department staff) by filling a higher than average turnover year of 24 hires in 2017, and staying ahead of current demand in 2018

Deputy Chief of Staff to the General Counsel

January 2015—January 2016

- Served as partner to the General Counsel in the running of the Legal and Regulatory Department, focusing on strategic planning, leading executive support and resource optimization
- Influenced senior management to combine three disparate legal groups into one department and created an operations team, improving efficiencies and saving >\$1 million per year

Chief of Staff to the Compliance Department Head and Chief Compliance Officer

January 2014—January 2015

- Focused on strategic planning, operations, talent management, and development and execution of annual plan in running the Compliance Department

Compliance Associate, Compliance Department

October 2011—January 2014

- Led day-to-day operations of the Client Service & Marketing Compliance Team, consisting of independent research projects, audits, testing, and regulatory filings
- Designed and created Compliance's regulatory monitoring report, which synthesizes and aggregates upcoming regulatory changes and impacts for key stake holders firm wide

Covington & Burling LLP: Paralegal, New York, New York

June 2010—October 2011

- Primarily assisted in all aspects of the representation of the Brunei Investment Agency at trial in the New York Supreme Court to recover funds and assets allegedly misappropriated by former legal advisors

OTHER EXPERIENCE

Norwalk Family and Children's Agency: Junior Board Member, Norwalk, Connecticut

May 2016—Present

- Fundraise to support services that respond to the needs of children & families, youth, adults, and seniors

EDUCATION

The College of William & Mary, Williamsburg, Virginia

August 2006—May 2010

- Bachelor of Arts in Government, Minor in Chinese Language & Culture

Tsinghua University, Beijing, China

Summer 2008

NBC- 1976-1997: TECHNICAL DIRECTOR- STUDIO & FIELD

Extensive control room experience working directly with the director in all aspects of production including managing of crew members

Credits include:

Today Show; Nightly News; DNC conventions 1980-1996, RNC conventions 1980-1996, political debates, primary coverage 1980-1996, Election Night 1980-1996 coverage, NBC News Specials, NBC Sports Game of the Week, NFL, Olympic trials, Superbowl XXIII, World Series 1989, numerous baseball and football playoff games, college basketball.

ACCOLADES:

EMMY AWARD 2008 Olympics-Outstanding Technical Team Remote

EMMY AWARD nomination-Outstanding Technical Team Remote 1989 Superbowl XXIII

Other

2000-PRESENT- President of NBC fraternal organization, Peacock North

www.peacocknorth.com

The Carver Foundation-Volunteer, fundraising committee
Norwalk Mentor Program

Education:

BA Political Science City College of New York

First Class FCC License

Postgraduate classes in:

Political Science-CUNY; Middle Eastern Affairs- Columbia University;

Music-/Spanish-/Constitution al Law/ African American History- Norwalk Community College

Computer skills:

Knowledgeable in Microsoft and Apple systems

Proficient in WORD, EXCEL, VISIO

References upon request

(D)

Dist E

Marilyn Altman
203-642.4416 Marilynaltman55@gmail.com
51 Sammis Street/Norwalk, CT. 06853

Overview

A highly collaborative broadcast professional with 40 years of experience in Network Media
Extensive background in both technical and production operations geared towards "live" event management and logistics. Responsible for planning and execution, managing personnel and finances

Strong leadership role in representing NBC at numerous political conventions, town hall meetings, debates, elections, affiliate meetings

Good communicator and multi-tasker

Excellent with tight deadlines and pressure

Experience

NBC 1976-2015:

DIRECTOR OF GROWTH INITIATIVES /DIRECTOR OF SPECIAL PROJECTS: 2005-2015

- Created the NBC News Field Operations website
- Successfully marketed NBC News Field Operations to both NBC partners such as SYFY, BRAVO, USA, OXYGEN, MSNBC, CNBC as well as outside clients which increased business and revenue
- Produced videos for various in-house presentations
- Instrumental in creating a partnership with New York Film Academy to develop its Broadcast Journalism Program
- Researched real estate options in the New York City area for possible growth and development opportunities for NBC
- Technical Producer: Helped develop and launch the nationwide NBC Education Nation initiative to hold town hall meetings around the country in various cities and their respective school systems
- Responsible for production & technical staffing and all details affecting production, logistics and technical issues
- Engineer in Charge of *Education Nation Town Hall*
2012/2013-New York Public Library

1999-2015 NBC News Field Operations -MANAGEMENT

TECHNICAL MANAGER: 1999-2005

Surveyed, planned and executed numerous domestic and international events for NBC News. Created and managed budgets as well as logistics, manpower, equipment, distribution and transmission.

Engineer in Charge, 2000 Democratic National Convention at LA Staples Center for NBC News/ member of the all network POOL committee.

Engineer in Charge, 2004 Republican National Convention at NY Madison Square Garden for NBC News/ member of the all network POOL committee.

Technical Producer for other events including Presidential Debates, town hall meetings, Today Show, Nightly News, Torino Olympics, Beijing Olympics, Pope John Paul II visitation to Israel, Vatican coverage of Pope Benedict XVI installation, all national and international breaking news. Serviced NBC network as well as MSNBC, Telemundo, CNBC, and other NBC partners in these areas of coverage.

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: Gordon Fine Arts

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT:

TITLE:

YOUR NAME: Suegan Brown Gordon

TITLE: Director

ADDRESS: 26 Yew Street

E-MAIL ADDRESS: Suebg.art@gmail.com

CITY: NORWALK CT

STATE: CT

ZIP CODE: 06850

HOME PHONE: 518 852-6478

BUSINESS PHONE: same

CELL: 518 852-6478

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Washington St. Plaza

OF PARTICIPANTS: 1500

EVENT: So No Art Festival

DATE REQUESTED: August 3-4, 2019

SETUP TIME: 7:00am

STARTING TIME: 10-8 Sat

END TIME: 5pm

RAIN DATE: NA

10-5 Sun RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION

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

ARE YOU SERVING FOOD? YES NO X

ARE YOU REQUESTING A TENT? YES NO X (ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO, ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT)

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY.

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES

NO X

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES

NO X

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES

NO X

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

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES NO X
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach? YES NO X

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR.

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

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

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

APPLICANT'S SIGNATURE: Suegan Brown Gordon

DATE: NW 30, 2019 OFFICE USE ONLY

RECREATION & PARKS COMMITTEE APPROVAL: YES NO N/A DATE

COMMON COUNCIL APPROVAL: YES NO N/A DATE

DIRECTOR'S SIGNATURE: _____

DATE: _____

(signature required)

CITY OF NORWALK RECREATION & PARKS DEPARTMENT FACILITIES RENTAL APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: Gordon Fine Arts

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT:

YOUR NAME: Susan Brown Gordon

TITLE

TITLE: Director

ADDRESS: 26 Yew St

E-MAIL ADDRESS: Suebg-art@aol.com

CITY: Norwalk

STATE: CT

ZIP CODE: 06850

HOME PHONE: 518-852-6478

BUSINESS PHONE: Same

CELL: 518-852-6478

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Matthews Park & Lawn

OF PARTICIPANTS: 400

EVENT: Norwalk Art Festival

DATE REQUESTED: June 29-30, 2019

SET-UP TIME: 7am

STARTING TIME: 10am

END TIME: 5pm

RAIN DATE: NA

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU SERVING FOOD? YES _____ NO X

ARE YOU REQUESTING A TENT? YES _____ NO X *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO, ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY.

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

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

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

YES

YES

YES

NO

NO

NO

Art show

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

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES _____ NO X

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach? YES _____ NO X

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR.

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

If YES, NAME OF SUPERVISOR: _____ Each group should have accessible a list with all the children's names that are attending for safety in case of emergency.

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

APPLICANT'S SIGNATURE: [Signature]

DATE: 11/30/18

OFFICE USE ONLY

RECREATION & PARKS COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE _____

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

DIRECTOR'S SIGNATURE: _____

DATE: _____

NORWALK RECREATION & PARKS DEPARTMENT FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS NAME OF CORPORATE

ORGANIZATION NAME: NICE INC

OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Janet Evelyn TITLE: Executive Director

YOUR NAME: Janet Evelyn TITLE: Executive Director

ADDRESS: 20 Elmwood Ave E-MAIL ADDRESS: janet.evelyn@optimum.net

CITY: Norwalk STATE: CT ZIP CODE: 06854

HOME PHONE: 203-919-3000 BUSINESS PHONE: 203-919-3000 CELL PHONE: 203-919-3000

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Oyster Shell Park NUMBER OF PARTICIPANTS: 4,000

EVENT: The 4th Annual NICE Festival DATE REQUESTED: Friday/Saturday, July 5-6, 2019

SET UP TIME: 6:30 AM STARTING TIME: 11 AM ENDTIME: 11 PM RAIN DATE: Rain or Shine
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE (yes , requesting a tent larger than 10X10; No electrical lighting will be required)

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES

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

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

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

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

APPLICANT'S SIGNATURE: Janet Evelyn DATE: 10/3/18

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES NO N/A DATE:
COMMON COUNCIL APPROVAL: YES NO N/A DATE:
DIRECTOR'S SIGNATURE: DATE:

(Signature required)

Date to Committee: 12/12/18
Approved:
Date to CC:

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM

PRINT
ORGANIZATION NAME: Mid-Fairfield Child Guidance Center Inc. PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS
NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: Mike Riso TITLE: CFO
YOUR NAME: Marissa Mangone TITLE: Development
ADDRESS: 100 East Avenue E-MAIL ADDRESS: Marissabmangone@gmail.com
CITY: Norwalk STATE: CT ZIP CODE: 06851
HOME PHONE: BUSINESS PHONE: (203) 299-1315 CELL: (203) 858-5340

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach # OF PARTICIPANTS: 75-100
EVENT: Penguin Plunge DATE REQUESTED: 2/24/19
SET UP TIME: 9am STARTING TIME: 10pm END TIME: 1pm RAIN DATE:
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU SERVING FOOD: YES NO ☒

ARE YOU REQUESTING A TENT? YES NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED
TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE
INSURANCE MUST BE PURCHASED AND PRESENTED. **BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY,
INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY**

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES
YES
YES

NO
NO
NO

see attached
donations prior & routed
in sponsorships &
online
see attached

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

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES NO ☒ see attached
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES NO ☒

IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND
REGULATIONS ARE CLEAR

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

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

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

APPLICANT'S SIGNATURE: Marissa Mangone DATE: 11/14/18 OFFICE USE ONLY

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

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

DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM 2018-2019

(RR Ymca)

PERSONAL/FAMILY

COMPANY/BUSINESS ☒

NON-PROFIT (501C3) Yes ☒ No

NAME

Norwalk Ymca

Is this an Annual Event: Yes ☒ No ☐ # of years at least 10 Summer Camp

BENEFICIARY:

CORPORATE OFFICER AUTHORIZED

SIGNATURE THE LICENSE AGREEMENT:

Robert McDowell

TITLE: CEO

NAME: Desiree Edwards

TITLE: Director

ADDRESS: 404 Danbury Rd

E-MAIL ADDRESS: dedwards@nrbrooklyn.org

CITY: Wilton

STATE: CT

ZIP CODE: 06897

HOME PHONE:

BUSINESS PHONE: 203-762-8384 CELL: 203-820-1717

FACILITY REQUESTED: Silvermine School Grounds

FACILITY & EVENT INFORMATION

EVENT: Camp 2019

DATE REQUESTED: June-24-Aug-16

SET UP TIME: 7:30 PM M-F STARTING TIME: 7:30 AM DAILY M-F BREAKDOWN TIME: 1:00 PM END TIME: 6:00 PM RAIN DATE: (RAIN DATE FOR BEACH RENTALS ONLY)

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

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANBURY PARK

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐ NAME:

ARE YOU REQUESTING A TENT? YES NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO: ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC. REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, I.E. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☒ NO ☐
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☒ NO ☐
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☒ NO ☐
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☒ NO ☐

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES NO ☒
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach? YES NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO

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

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

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

APPLICANT'S SIGNATURE: Desiree Edwards

DATE: 11/27/18

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: YES NO N/A
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: YES NO N/A

PLEASE PRINT

ORGANIZATION NAME: US Endurance

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Shannon Whipple TITLE: member

YOUR NAME: Shannon Whipple TITLE: race director

ADDRESS: 304 Main Ave #381 E-MAIL ADDRESS: shannon@Jsendurance.com

CITY: NORWALK STATE: CT ZIP CODE: 06850

HOME PHONE: 203-840-0198 BUSINESS PHONE: cell CELL: 203-943-9292

FACILITY REQUESTED: Vet's Park # OF PARTICIPANTS: 1500

EVENT: Solo Half marathon / 5K DATE REQUESTED: 10/19/19

SET UP TIME: 6am STARTING TIME: 9am ENDTIME: 12:30 pm RAIN DATE: N/A
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO: ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. **BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY**

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES	NO
YES	NO
YES	NO

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

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES _____ NO _____

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER [including Splash Pad] at the Beach YES _____ NO _____

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

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

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

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

APPLICANT'S SIGNATURE: D. W. [Signature] DATE: 11/29/18 OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____

DIRECTOR'S SIGNATURE: _____ **DATE:** _____
(Signature required)

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM 2018-2019

PLEASE PRINT

ORGANIZATION NAME: MBI - NHS Marching Band PERSONAL/FAMILY _____
COMPANY/BUSINESS _____
NON-PROFIT (501C3) Yes ☒ No ☐

NAME OF BENEFICIARY: MBI Is this an Annual Event: Yes ☒ No ☐ # of years 15

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Stan Remson TITLE: President

YOUR NAME: Vicky Cook TITLE: Committee Chair

ADDRESS: 24 France St E-MAIL ADDRESS: Vicky @ Vickycook.com

CITY: Norwalk STATE: CT ZIP CODE: 06851

HOME PHONE: N/A BUSINESS PHONE: N/A CELL: 203 981 9443

FACILITY REQUESTED: NHS / Parking lot FACILITY & EVENT INFORMATION
OF PARTICIPANTS 2500 Staggered

EVENT: NHS Winter Guard Percussion DATE REQUESTED: 3/23/19

SET UP TIME: 8 AM STARTING TIME: 1 pm BREAKDOWN TIME: 9 pm END TIME: 9 pm RAIN DATE: N/A

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒ (RAIN DATE FOR BEACH RENTALS ONLY)

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY INCLUDING CRANBURY PARK

SERVING FOOD: YES ☐ NO ☒ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCL
ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE
ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION &
SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT
PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE

Need to add
NHS Field
" School

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES?

YES ☒ NO ☐
YES ☒ NO ☐
YES ☒ NO ☐
YES ☒ NO ☐

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND
REGULATIONS ARE CLEAR AND ADHERED TO
IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒ N/A
If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending
the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: [Signature] DATE: 12/12/18

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____ YES ☐ NO ☐ N/A _____
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES ☐ NO ☐ N/A _____



December 17, 2018

Ken Hughes
Interim Director, Recreation & Parks
Superintendent, Recreation & Parks
City of Norwalk
1 South Smith St.
Norwalk, CT 06855

RE: Norwalk Beach Parking Enforcement

Dear Ken:

As a follow up to our conversations, here is a summary of the enforcement services we can perform subject to council approval and a formal agreement.

Scope of Services

LAZ to provide Beach Parking Enforcement services at Calf Pasture Beach, Shady Beach (including Taylor Farm), Veteran's Park and Cranberry Park parking lots (the Facilities"). LAZ shall coordinate the set-up and implementation of pay-by-cell phone service for non-residents to pay for parking in the Facilities during the beach season. Contractor shall provide enforcement personnel to provide enforcement services. Parks and Recreation shall pay for the enforcement vehicle, the license plate recognition (LPR) cameras, and the LPR enforcement system. LAZ will also assist in coordinating the LPR camera and system procurement as agent for parks & rec.

Term:

2019 beach season. Agreement shall automatically extend for successive annual terms, however compensation to be negotiated annually depending on scope of services.

Compensation:

\$180,000 Fixed Fee for the 2019 Beach Season

LAZ Parking is the 2nd largest parking company in the US, with the broadest experience and finest employees in the industry. We successfully manage over \$1.2 billion dollars of revenue on behalf of our clients annually at over 905,000 parking spaces. We have a very keen focus on implementing efficient operational procedures, dynamic marketing campaigns, revenue integrity systems, revolutionary technology applications and best-in-class customer service initiatives.

15 Lewis St.
Hartford, CT 06103

(860)761-2547
(860)761-3114

Lazparking.com



As you know, LAZ already has a long-standing relationship with the Norwalk Parking Authority, and we look forward to working with you and your team on the beach parking operations. Currently, we have successfully operated the beach parking facilities for the City of Stamford for several years.

We look forward to the opportunity of working with you as your Partner in Parking!

Sincerely,

A handwritten signature in black ink, appearing to read "Stathis Manousos".

Stathis Manousos
Vice President, Business Development &
Regional Manager
W: (860)761-2547
C: (860)250-4735



Fleet Nr:

Base Warranty	3 years / 36,000 miles
Powertrain Warranty	5 years / 60,000 miles

Base Price:	\$	20,305.00
-------------	----	-----------

Vehicle to include all manufacturers standard and optional equipment as described in the original bid specifications plus the following options:

LESS DISCOUNT PER CONTRACT :
Total FACTORY OPTIONS

		After Market Options		QTY	MSRP	Discount	Net Amount
A.	N/A	0.0%			\$	-	\$
			Labor		\$	85.00	\$
B.	N/A	0.0%			\$	-	\$
			Labor		\$	85.00	\$
C.	N/A	0.0%			\$	-	\$
			Labor		\$	85.00	\$
Total net after-market Parts and Labor							\$
BID PRICE TOTAL (Unit prices will prevail in the event of a pricing discrepancy):							\$ 24,147.10
Conveyance Fee (if applicable)							\$
Locate fee (holdback and FDAF)							\$
Total Fees							\$
Total Standard, Optional and Aftermarket Equip							each \$ 24,147.10
Grand Total before trade in							\$ 24,147.10
Trade-In Allowance Information							
Year:	Description:	VIN:					\$
Miles:	Description:	VIN:					\$
Year:	Description:	VIN:					\$
Miles:	Description:	VIN:					\$
Total Trade-In Allowance							\$
Grand Total all including Trade-Ins							\$ 24,147.10
Name: Norwalk, City of		QTY		EXTERIOR	INTERIOR		
FIN Code: Q0243		1		Oxford White	Charcoal Black		
VIN: 1FMCU8BD1KUA83883							
				Signed		Date	

All specifications are subject to verification of manufacturer's published standard and optional equipment

VII B1-6

AGENDA

JANUARY 10, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
ACAR LEASING LTD	17-MV-300715 (\$198.70)	PRORATION
ACAR LEASING LTD	17-MV-300476 (\$117.11)	PRORATION
BERGER BRIAN EDWARD	17-MV-305615 (\$11.50)	PRORATION
CCAP AUTO LEASE LTD	17-MV-311364 (\$260.55)	PRORATION
	17-MV-311393 (\$222.80)	PRORATION
CCAP AUTO LEASE LTD	17-MV-311537 (\$380.14)	PRORATION
CCAP AUTO LEASE LTD	17-MV-311443 (\$195.34)	PRORATION
CCAP AUTO LEASE LTD	16-MV-311299 (\$139.80)	PRORATION
CCAP AUTO LEASE LTD	16-MV-311102 (\$366.99)	PRORATION
COURTEMANCHE HOWARD BC	17-MV-314599 (\$13.51)	PRORATION
DAIMLER TRUST	17-MV-315563 (\$1594.79)	PRORATION
DAIMLER TRUST	17-MV-315660 (\$204.03)	PRORATION
	17-MV-315694 (\$197.63)	PRORATION
DAIMLER TRUST	17-MV-315570 (\$330.39)	PRORATION
	17-MV-315621 (\$237.93)	PRORATION
	17-MV-315622 (\$204.03)	PRORATION
GARZON KAREN BIRNIE	17-MV-325199 (\$17.81)	PRORATION
HAAN AUTO TRUST	17-MV-328311 (\$244.73)	PRORATION
HAAN AUTO TRUST	17-MV-328302 (\$297.61)	PRORATION
HARRIS JOVAN DEMARR	17-MV-328889 (\$76.33)	PRORATION
HENNEGHAN MARCEL	16-MV-329437 (\$292.44)	PRORATION
HITACHI CAPITAL AMERICA	17-MV-330216 (\$269.64)	PRORATION
HONDA LEASE TRUST	17-MV-331029 (\$214.72)	PRORATION
	17-MV-331280 (\$106.47)	PRORATION
	17-MV-331472 (\$99.00)	PRORATION
HONDA LEASE TRUST	17-MV-330531 (\$27.11)	PRORATION

AGENDA

JANUARY 10, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
	17-MV-330895 (\$30.62)	PRORATION
HONDA LEASE TRUST	17-MV-330956 (\$108.76)	PRORATION
HONDA LEASE TRUST	17-MV-331111 (\$140.90)	PRORATION
HONDA LEASE TRUST	17-MV-331143 (\$61.60)	PRORATION
HYUNDAI LEASE TITLING TRUST	17-MV-332352 (\$95.46)	PRORATION
HYUNDAI LEASE TITLING TRUST	14-MV-406672 (\$216.26)	PRORATION
HYUNDAI LEASE TITLING TRUST	17-MV-332380 (\$179.24)	PRORATION
HYUNDAI LEASE TITLING TRUST	17-MV-332116 (\$89.94)	PRORATION
HYUNDAI LEASE TITLING TRUST	17-MV-332415 (\$291.23)	PRORATION
ISUZU FINANCE OF AMERICA	17-MV-333088 (\$80.36)	PRORATION
JP MORGAN CHASE BANK NA	17-MV-334726 (\$342.66)	PRORATION
JP MORGAN CHASE BANK NA	17-MV-334948 (\$225.03)	PRORATION
JP MORGAN CHASE BANK NA	17-MV-334953 (\$102.75)	PRORATION
MOLINA RODRIGUEZ YANITZA	16-MV-345215 (\$69.93)	PRORATION
NISSAN INFINITI LT	16-MV-347748 (\$121.23)	PRORATION
	17-MV-348108 (\$334.12)	PRORATION
	16-MV-373427 (\$268.81)	PRORATION
NISSAN INFINITI LT	16-MV-348214 (\$240.62)	PRORATION
	17-MV-348894 (\$256.74)	PRORATION
PAGANOS INC	17-MV-350847 (\$41.63)	PRORATION
PALMERS ELECTIC MOTORS	17-MV-351060 (\$57.40)	PRORATION
PELLENBERG DANIEL MATTHEW	16-MV-351723 (\$13.29)	PRORATION
PEREZ MICHAEL RAY	17-MV-352402 (\$14.56)	PRORATION
PLESSAS DEMETRIOS	17-MV-353434 (\$67.25)	PRORATION
RODRIGUEZ-FONSECA CARLOS I	17-MV-356960 (\$13.09)	PRORATION
SHAUGHNESSY STEPHEN	17-MV-360764 (\$141.91)	PRORATION

AGENDA

JANUARY 10, 2019

CLAIMS COMMITTEE MEETING**REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR**

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
SHUKOUSKY SUZY SCHNEIDER	17-MV-360980 (\$129.92)	PRORATION
STEVE WARGO LLC	16-MV-412963 (\$74.50)	PRORATION
	17-MV-363130 (\$174.42)	PRORATION
TIANI LARRY J	17-MV-365259 (\$13.51)	PRORATION
TINTO GIZELLE L	17-MV-365362 (\$15.60)	PRORATION
TOYOTA LEASE TRUST	16-MV-413459 (\$486.25)	PRORATION
	16-MV-413578 (\$205.00)	PRORATION
TOYOTA LEASE TRUST	16-MV-365605 (\$166.45)	PRORATION
	16-MV-413575 (\$207.87)	PRORATION
	16-MV-413674 (\$362.79)	PRORATION
	16-MV-413679 (\$162.51)	PRORATION
	16-MV-413784 (\$311.15)	PRORATION
TOYOTA LEASE TRUST	16-MV-SEE BACK UP (\$3718.31)	PRORATION
TOYOTA LEASE TRUST	17-MV-366314 (\$138.77)	PRORATION
	17-MV-366456 (\$147.46)	PRORATION
	17-MV-366728 (\$112.85)	PRORATION
VAULT TRUST	17-MV-369168 (\$401.03)	PRORATION
VCFS AUTO LEASING CO	17-MV-369328 (\$531.08)	PRORATION
VCFS AUTO LEASING CO	17-MV-369370 (\$80.85)	PRORATION
VW CREDIT LEASING LTD	16-MV-SEE BACK UP (\$1071.02)	PRORATION
VW CREDIT LEASING LTD	16-MV-369930 (\$228.21)	PRORATION
	17-MV-370715 (\$446.75)	PRORATION
VW CREDIT LEASING	16-MV-414668 (\$192.94)	PRORATION
VW CREDIT LEASING	16-MV-369896 (\$195.87)	PRORATION
	16-MV-370179 (\$346.06)	PRORATION

AGENDA

JANUARY 10, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
VW CREDIT LEASING	17-MV-370575 (\$366.97)	PRORATION
	17-MV-370862 (\$186.29)	PRORATION
VW CREDIT LEASING LTD	17-MV-370492 (\$91.01)	PRORATION
VW CREDIT LEASING LTD	17-MV-370462 (\$578.04)	PRORATION
 FIRST NATIONAL BANK OF L I ADD: 10 RAYMOND LN 3-53-6-0	 16-MV-102587 (\$7505.23)	 DUP PAYMENT/ OVER PAYMENT
 ISAACS EDWIN L ADD: 243 NEW CANAAN AVE 5-53-5A-0	 16-RE-112962 (\$111.24)	 OVER PAYMENT

VW CREDIT INC			
BILL #	PLATE #	VIN#	AMOUNT
16-369885	AB42773	3VWD17AJ5EM377472	\$ 192.94
16-370380	954XSU	1VWAT7A32EC036241	\$ 222.90
16-414546	5ABHK4	WVGVBV7AX7HK015217	\$ 415.43
16-370841	AF48717	WA1L2AFP3GA150099	\$ 239.75
TOTAL			\$ 1,071.02

TOYOTA LEASE TRUST			
BILL #	PLATE #	VIN#	AMOUNT
16-366262	231LDW	2T2BK1BA5FC274416	\$ 575.32
16-413461	334XDF	2T3BFREV4HW589206	\$ 194.88
16-413463	106ZWP	JTMBFREV4HJ118798	\$ 263.04
16-413480	498YMV	5TDDZRFHXHS374830	\$ 335.98
16-413481	0APKK2	58ABK1GGXHUU046827	\$ 447.23
16-413517	5ARBV2	2T2BZMCA0HC056396	\$ 638.99
16-413633	0ALNR3	JTMRFREV1HJ153619	\$ 104.90
16-413660	382YPW	2T1BURHE4GC706762	\$ 249.54
16-413709	1AVHM1	2T2BZMCA2HC081333	\$ 255.43
16-413710	8AFJT9	JTMDFREVE9GJ063255	\$ 353.73
16-413715	5ANJU4	2T1BURHEXHC806883	\$ 104.07
16-413753	676YOP	2T3RFREVOHW595308	\$ 195.20
TOTAL			\$ 3,718.31



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: January 10, 2019
Re: Narrative for December, 2018 Tax Collector's Report

As of the end of December, 2018, half way through the current fiscal year, we had collected more than \$197 million, or **60.68%** of our \$325 million adjusted tax levy. The tax levy itself increased by more than \$3.5 million between October and November with the addition of the motor vehicle supplemental billing that came due January 1. In addition, as of the end of December, 2018, we collected more than \$9.5 million of our sewer use levy, or **58.86%**. We also collected 80.79% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority.

Compared with the prior fiscal year, we are behind with regard to both current taxes (-4.71%) and sewer use (-3.44%). This significant variance was expected, and can be attributed to the unusually high collections we had in December 2017. Changes to the federal tax laws concerning deductibility of local property tax payments resulted in an abnormally high collections during the last weeks of calendar year 2017, as taxpayers sought to make payments prior to new limitations taking effect in calendar year 2018. Additionally, some taxpayers who used to pay in December ('early') now have less reason to do so, and instead are waiting until January or even February 1 to pay. We expect to recover in January and in February 2019, as those payments are made.

Through the month of December 2018, we showed a net collection of more than \$2.9 million in back taxes, interest, lien fees and other fees. This amount is in excess of \$646,000 more than what had been collected in the prior fiscal year as of the end of December. The July 2018 tax sale contributed to robust delinquent collections at the end of the prior fiscal year, and the beginning of this current one. Please note that our figures are *net of refunds and credits* that have to be given due to court cases where taxpayers successfully appealed their assessment and were due money back.

The second installment of our current tax levy came due January 1, 2019, and is payable by February 1, 2019. Bills were mailed to Norwalk taxpayers the second week of December. Taxpayers may pay by mail, or in person at City Hall or at one of 13 participating bank branch locations. They may pay on line or over the telephone, and we accept credit, debit and ATM cards, as well as ACH payments (E-Check). The additional cost for paying by E Check is only \$1.50, and may be a sensible alternative to either having to make a trip to pay in person, or enduring the potential uncertainty of mail delivery. Our website has information about payment options and other details.

Looking ahead, once the collection period has concluded, we will issue demand for payment notices (delinquent notices) in February 2019, and file lien continuing certificates in mid March 2019.

We are still dealing with paperwork relative to the tax sale that was held on July 23, 2018 and are nearing the end of the six month redemption period. We started with more than 220 properties in the sale. We sold 15 properties and the total amount we collected was in excess of **\$5.03 million**. The redemption period will expire on January 23, 2019. On January 24, deeds to the properties that have not redeemed will be filed, and ownership

will pass to the successful bidders at that time. So far, **seven** of the 15 properties (not counting boat slips) that we sold have redeemed. We anticipate our next sale will be in July 2020. We will start planning for that sale in November 2019, and our FYE 2020 budget submission that will be reviewed in the coming weeks includes a request for funding for that tax sale.

As 2019 is not a tax sale year, we will focus on business personal property and motor vehicle collection enforcement over the next eight months. A mandatory wage garnishment for city and board of education employees who owe Norwalk property taxes is in effect at this time, and we will be working with the Department of Health to deny health permit renewal to any establishment owing back taxes for longer than one year.

Maintaining a high current collection rate by efficiently enforcing collection of current and past due taxes allows budget making authorities to set lower mill rates, because there can be less of an 'allowance' for anticipated uncollectibles. A lower mill rate is effectively 'tax relief' for each and every taxpayer, arguably one of the most equitable forms of tax relief we can provide.

**TAX COLLECTOR'S REPORT
DECEMBER 2018**

FISCAL YEAR 2018-2019 (2017 GRAND LIST)	ADJ. TAX COLLECTIONS			COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 18 - DEC 18	JUN 17 - DEC 17				
AUTOMOBILE-REGULAR	\$19,785,892.64	\$17,542,822.46	\$16,636,891.73	88.68%	\$19,448,625.28	(\$337,267.36)	90.20%
AUTOMOBILE-SUPPLEMENTAL	\$3,590,970.07	\$487,849.00	\$949,319.65	13.59%	\$3,546,931.91	(\$45,038.16)	13.76%
PERSONAL-PROPERTY	\$21,248,718.54	\$12,506,643.34	\$12,488,727.68	58.86%	\$21,237,012.16	(\$11,706.38)	58.89%
REAL ESTATE	\$280,979,420.26	\$166,878,118.68	\$173,655,366.01	59.39%	\$281,082,923.10	\$103,502.84	59.37%
TOTAL TAX	\$325,605,001.51	\$197,415,433.48	\$203,730,305.07	60.63%	\$325,314,492.45	(\$290,509.06)	60.68%
SEWER USE	\$15,844,431.00	\$9,516,392.41	\$9,748,234.89	60.06%	\$16,168,017.00	\$323,586.00	58.86%
IPP FEE	\$207,250.00	\$168,034.70	\$176,335.54	81.08%	\$208,000.00	\$750.00	80.79%

TAX DIFFERENCE 2017 G.L. vs. 2016 G.L.
INCREASE/(DECREASE) \$13,310,046.91 (\$6,314,871.59) -4.61% \$13,769,224.10 \$458,177.19 -4.71%

SEWER DIFFERENCE 2017 G.L. vs. 2016 G.L.
INCREASE/(DECREASE) \$472,779.00 (\$231,842.48) -3.36% \$521,778.00 \$48,999.00 -3.44%

IPP DIFFERENCE 2017 G.L. vs. 2016 G.L.
INCREASE/(DECREASE) \$3,000.00 (\$8,300.84) -5.25% (\$6,750.00) (\$9,750.00) -1.33%

BACK TAXES COLLECTED	FISCAL YR 2018-2019 (JUL 18 - DEC 18)	FISCAL YR 2017-2018 (JUL 17 - DEC 17)	CUR YR vs PRIOR YR INC/DEC
	PRIOR TAXES	PRIOR TAXES	PRIOR TAXES
PRIOR TAXES	\$1,687,488.26	\$1,366,779.69	\$320,708.57
PRIOR SEWER USE FEE	\$87,664.33	\$109,666.52	(\$22,002.19)
PRIOR IPP FEE	\$2,699.17	\$3,403.86	(\$704.09)
TOTAL PRIOR TAX, SEWER & IPP	\$1,777,852.36	\$1,479,850.07	\$298,002.29
CURRENT INTEREST	\$334,543.60	\$309,368.57	\$25,175.03
PRIOR INTEREST	\$471,127.03	\$433,185.27	\$37,941.76
SEWER USE FEE INTEREST	\$42,415.51	\$35,301.60	\$7,113.91
IPP FEE INTEREST	\$2,926.85	\$2,247.59	\$679.26
TOTAL INTEREST COLLECTED	\$851,012.99	\$780,103.03	\$70,909.96
PRIOR LIEN FEE	\$9,390.21	\$8,529.06	\$861.15
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$9,390.21	\$8,529.06	\$861.15
MISC FEES COLLECTED**	\$361,590.37	\$84,962.08	\$276,728.29
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$2,999,945.93	\$2,353,444.24	\$646,501.69

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION
** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS



CITY OF NORWALK
Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Director IT

Re: City Email Cloud Migration Project

Date: December 18, 2018

The City of Norwalk's email system, based on Microsoft Exchange/Outlook, serves close to 1,000 users, including full and part-part staff, elected and appointed officials, and Customer Service. Over the past 3 years, the user base has grown about 7% each year. The system transacts, on average, 6,100 emails per day, of which 2/3 are inbound (note: approximately 21,000 spam messages are blocked daily and never reach the system). The total amount of email stored online amounts to approximately 7 terabytes (approximately 3,080,000,000 printed pages). Email is now one of the primary means of interoffice, interdepartmental and external/public communication.

The current email system is 3 versions behind the most current version. Historically, email system upgrades have lagged behind for a number of reasons:

- Upgrade licenses are expensive (\$80,000+);
- Upgrades are IT staff-consuming in planning, preparation, testing, migration, and post-upgrade support;
- Upgrades are increasingly complex and complicated, necessitating the need for consulting services to augment staff to execute.

As we approached the time for another email system upgrade, IT explored the option of moving email to the cloud. Together with the ITT Committee, the department identified pros and cons of both on premise and cloud solutions and, after considerable research and debate, concluded that moving to the cloud would provide substantial benefits for the City:

- Business continuity independent of City server/network; cloud-based email providers use multiple, redundant sites providing better uptime and disaster recovery response over on premis;
- Cloud provider has full version control, maintenance and upgrade burden, freeing up IT staff;
- Cloud provider manages storage growth and backups; increased scalability to adjust up or down the user license counts and capacity depending on specific needs;
- No additional capital license upgrade charge every 3 years (\$80k+);
- Automatic, no-charge upgrades;
- No special software needed - remote and field workers access email from an internet connection;
- 24 X 7 email support for public safety;
- Enhanced security - emails will reside in an off-site, highly protected location, making it more secure than if it were on-premises. Providers like Microsoft can devote significantly more resources to securing their facilities than in-house staff;
- Predictable annual operating expense.

Cloud provider options for Norwalk are limited since the email system serves law enforcement and the Health Department; each of these organizations has more rigorous security and privacy requirements than the average private sector email system. IT explored the offerings of Google, Amazon and Microsoft and spoke to sister communities that had migrated email to the Cloud. IT concluded that the Microsoft offering was the best suited to the City's needs. In selecting Microsoft, IT is recommending a three year term to lock in pricing, but also to re-evaluate the

competitiveness of the cloud marketplace and emerging players at the conclusion of the term.

Migrating the City's email system to the cloud is a significant project given the number of users, volume of mail, and specific expertise required. IT will engage a Microsoft recommended implementation partner to assist in a migration the size and scope of Norwalk's.

The project was unanimously approved by the ITT Committee at its November 7, 2018 meeting.

The specific action requested is:

- I. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Microsoft for Government Cloud Office 365 Solution project for the City's email system (875 users) for 3 year term with 1 optional 2 year extension for an annual amount not to exceed \$62,867.25, account 09160600-5777-C0375 and forward onto the Common Council for further action.
- II. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Connection Business Solutions, a Microsoft Gold-certified implementation partner, for deployment services related to the migration of the City's email system to Microsoft's Government Cloud Office 365 Solution per quotation #345387-1.2, dated 11/5/2018, for an amount not to exceed \$19,999.00, account 09160600-5777-C0375 and forward onto the Common Council for further action.

Encl: ITT approval forms



CITY OF NORWALK, DEPARTMENT OF FINANCE
Robert Barron, CPFO
Chief Financial Officer
rbarron@norwalkct.org

P: 203-854-7870 / F: 203-854-7848

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

January 3, 2019

Finance Committee and Common Council Members:

I recommend the approval of the Washington Village Phase III Tax Abatement proposal subject to final revisions by the city's Corporation Counsel. This is the third and final phase of the development and will complete the 273 mixed income unit project. The terms have remained unchanged from the previous two phases with the city receiving \$1,000 per unit in the first year, 7.25% of the prior year's effective gross income (EGI) for years two through four, and 8.25% of the prior year's EGI for years five through 15. The city received no property tax on the original 136 public housing units so this contract will not only benefit the city's redevelopment goals, but will also increase its tax base.

The first phase of the project (80 units) is complete and is 90% occupied and the second phase (85 units) is nearing completion of its demolition and will begin construction soon. Phase III represents the remaining 108 units of the project and could begin construction as early as the fall of 2019. Phase II is expected to begin leasing in the spring of 2020 and phase III in the spring of 2021.

The terms of this proposal are illustrated in the operating pro forma document and show that the city will receive property taxes of \$108 thousand in the first year and close to \$183 thousand in the 15th year of the agreement. The terms have been compared to similar developments in the region, specifically the Palmer Square and Westwood Housing Developments in Stamford. This contract represents a higher share of the EGI than either of these two developments which is impressive because our contract has a higher mix of rent restricted units (203 of the 273 units) than the Stamford projects.

Regards.

Robert Barron, CPFO
Chief Financial Officer

The New Washington Village:

A Mixed-Income Community with Family Housing

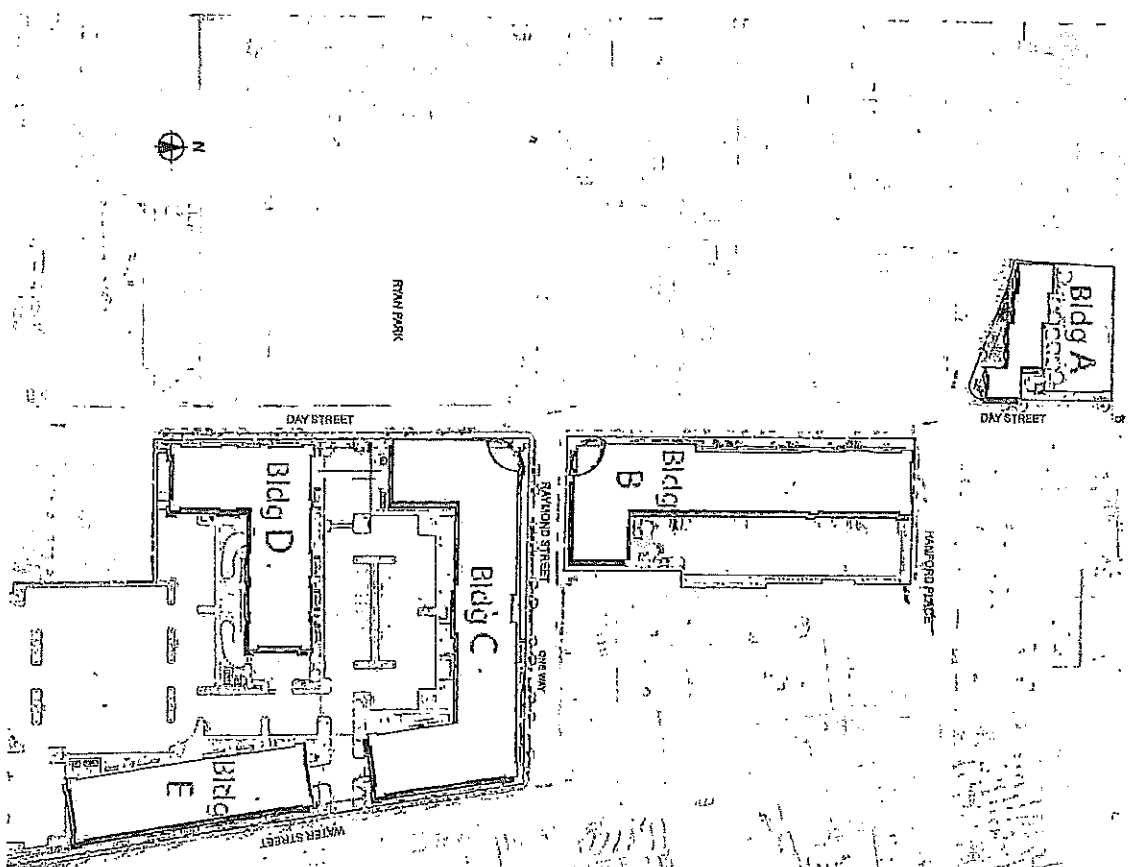
The Income Mix

Proposed Units		
	No.	%
PHU	136	49.8%
LIHTC	67	24.5%
Market Rate	70	25.6%
Total	273	100.0%

*2014 Area Median Income for Norwalk is \$125,100 (Family of Four)

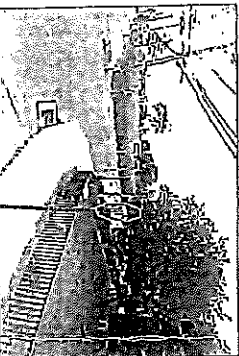
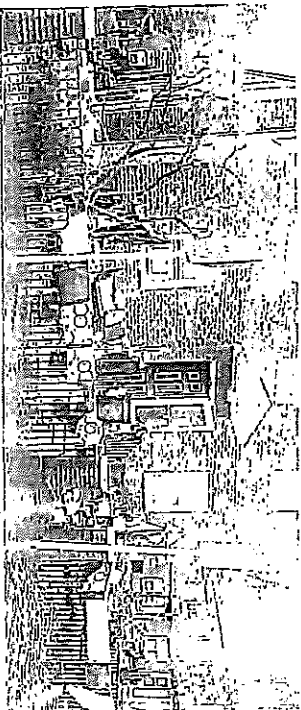
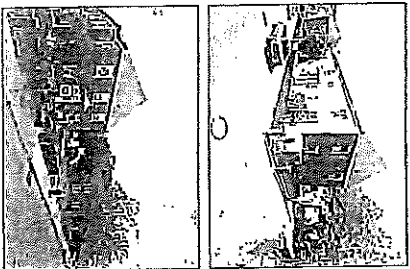
The Unit Mix

Proposed Units		
	No.	%
One-Bed	95	34.8%
Two Bed	143	52.4%
Three-Bed	31	11.4%
Four-Bed	4	1.5%
Total	273	100.0%



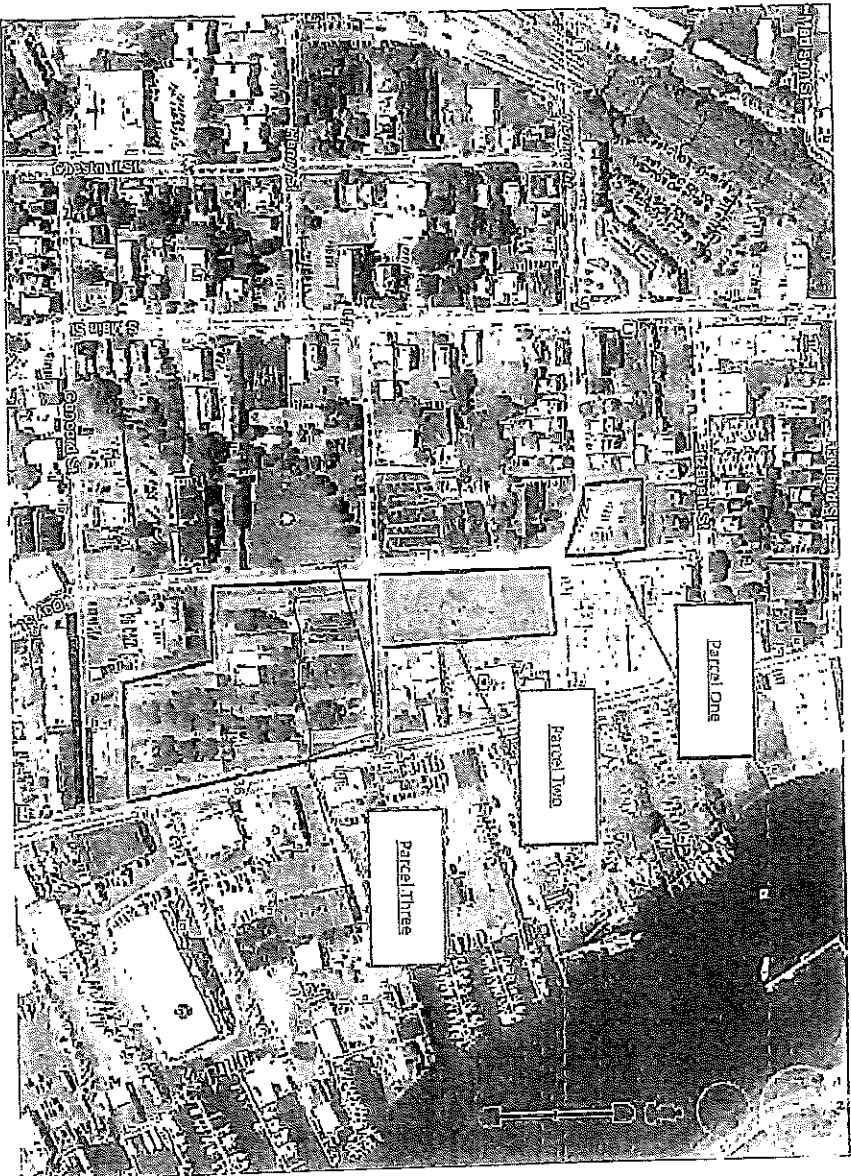
Phase 1	
Building A:	80 Units
Building B:	10 Units
Building C:	70 Units
Phase 2	
Building C:	85 Units
Phase 3	
Building D:	108 Units
Building E:	50 Units
	58 Units

Current Washington Village: Oldest Public Housing in CT



- Obsolete
- Cramped Units
- Damaged by Flooding
- Inwardly Focused Urban Design from a By-Gone Era

The New Washington Village: Constructed on Three Parcels in Three Phases



City of Norwalk, Connecticut
WASHINGTON VILLAGE PHASE III TAX ABATEMENT
December 26, 2018 Pro Forma Financial Impact

[illegible]

Cipriano, Monique

From: Sotnik, Paul
Sent: Tuesday, January 08, 2019 2:17 PM
To: Igneri, John E.; Livingston, Thomas P.; Hempstead, Doug; Corsello, Michael; Melendez, Eloisa; Tsiranides, George; councilmemberyoung@gmail.com
Cc: Burns, Lisa; Cipriano, Monique
Subject: 1/7/2019 Public Works Committee New Business Agenda Item 4 - Fourth Amendment To Tighe & Bond Contract - Clarification

Public Works Committee Members:

Per your request at the Public Works Committee meeting last night, I checked the contract with Tighe & Bond, Inc. There is a Termination Clause in the June 5, 2017 contract with Tighe & Bond (standard for every professional services agreement). The City may at any time and for any reason, terminate the Agreement for convenience with seven (7) days prior written notice and is only responsible for compensating them for the services satisfactorily completed prior to termination.

Based upon that information having been provided, with the prior approval of Public Works Committee Chairman Igneri and Common Council President Livingston, I will provide the required request form to the City Clerk for the following Item to be placed on the Common Council agenda for the January 22, 2019 meeting.

- Authorize the Mayor, Harry W. Rilling to execute the Fourth Amendment to the June 5, 2017 Contract with Tighe & Bond, Inc. to provide professional engineering services relative to the Norwalk Levee, for an amount not to exceed \$193,050, for Construction Observation Services for Project No. PM2019-1, Pavement Management Program.

Account No. 09 19 4021 5777 C0021

If you have any questions, please don't hesitate to contact me.

Thank You,

Paul

Paul Sotnik, P.E.
 Senior Civil Engineer



City of Norwalk - Department of Public Works
 125 East Avenue
 Norwalk, CT 06856-5125
 Telephone: (203) 854-7891

23-0814-0-P008
January 3, 2019

Mr. Drew Berndlmaier
Senior Engineer
City of Norwalk
Department of Public Works
125 East Avenue
Norwalk, Connecticut 06856

**Re: 2019 Paving Program
Proposal for Construction Observation Services**

Dear Drew:

Tighe & Bond is pleased to present this proposal for construction observation services for the City of Norwalk's 2019 Paving Program.

It is our understanding that the City of Norwalk will be engaging a Contractor to perform milling, reclamation and paving operations on various roadways throughout the City. We have assumed that the construction observation will be provided on a full-time basis from March 1, 2019, through December 15, 2019. We have also included an additional 5 hours per week during the peak paving season (June 1, 2019, through October 31, 2019) to account for potential overtime work by the contractor. We have assumed a total of 1,750 hours of Construction Observation services. This proposal assumes that the City of Norwalk DPW will provide Construction Administration services for the project and coordinate operations with the Contractor. We have included a minor allowance of 20 hours for office engineering support by Tighe & Bond if required.

Scope of Work

We propose the following scope of services:

1. Provide full time on-site observation during periods of active construction. Observe the construction to verify conformance with the plans approved by the City of Norwalk. Notify the City of Norwalk regarding observed deficiencies in the work.
2. Prepare daily observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site, etc. Provide coordination of the construction activity with the City and advise the primary contact at the Norwalk DPW of the status of construction activity.
3. Provide measurement, computation, or checking of quantities of work performed and quantities of materials in place for partial and final payments to the Contractor.
4. Provide limited office engineering support for the Construction Observer during the duration of Construction and project closeout. We have included an allowance of 20 hours for these services should they be required. We assume Construction Administration tasks, including review of shop drawings and other submittals, responses to Requests for Information (RFI's) and processing of requisitions and change orders will be performed by the City of Norwalk and are not included. Tighe & Bond will coordinate with the primary contact at the City to provide clarification and field support of the contract documents when required.



5. Provide coordination of outside testing and laboratory services. We have assumed that the City of Norwalk will contract directly with a materials testing laboratory for these services. Tighe & Bond will arrange for and witness material testing to verify conformance with the approved plans and specifications.
6. Complete a final review of the completed construction with Norwalk DPW staff and prepare a punchlist of corrective actions required.

Assumptions and Exclusions

1. We have assumed that the construction observation services will be provided for a maximum of 1,750 hours (approximately 205 work days plus 110 hours of overtime coverage during the peak paving season). Should additional construction observation services be required, an amendment can be provided for additional services.
2. Field survey services, including preparation of an as-built survey, are not included.
3. We have assumed the materials testing laboratory will be contracted directly by the City of Norwalk. Field and laboratory material testing costs are not included.
4. Review or processing of requisitions and change orders is excluded.
5. All services not specifically identified in the scope of work are excluded.
6. Tighe & Bond's on-site observer will observe/view the Contractor's services for noticeable deficiencies from the contract documents, assist in design interpretation, and confirm the construction is in general conformity with the contract documents. We are on-site for the City of Norwalk's benefit and will notify the City of Norwalk of deficiencies in order for the City of Norwalk to determine if stopping the Contractor's services are appropriate and in the best interest of the Project performance. The means and methods the Contractor should use to accomplish the design element/component of the specifications will be determined by the Contractor, who will also be responsible for compliance with laws, rules, and regulations, as well as, the overall supervision of the site health and safety.

Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$193,050. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the rates in the summary below. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent.

In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions are part of this letter agreement.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the City of Norwalk a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Phase	Estimate of Professional Hours	Hourly Rate	Estimated Fee
Construction Observation Services	1,750	\$105*	\$183,750
Office Engineering Support	20	\$165	\$3,300
Reimbursables (Mileage)			\$6,000
Total			\$193,050

*Rate for Construction Observer 2. **Please note that this rate represents a \$5 per hour discount from Tighe & Bond's standard hourly rate.**

Authorization

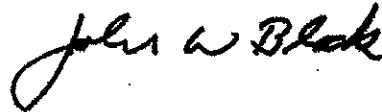
We are prepared to provide the services outlined above on the basis of your execution of the acceptance statement on a copy of this letter to indicate your approval of the scope of work, budget, and method of payment described above. Please contact John Block at 203-712-1111 or Jon Richer at 203-712-1117 with any questions.

Sincerely,

TIGHE & BOND, INC.



Jonathan A. Richer, P.E.
Project Manager



John W. Block, P.E, L.S.
Senior Vice President

Acceptance:

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

Authorized Representative

Date

Enclosure: Terms & Conditions

"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

The following provisions shall be applicable should the ENGINEER be retained to provide Construction Phase Services in connection with the Project:

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 be retained to provide design services but not be retained to 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.

VII D1a-3b



January 2, 2019

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

Re: Bid Award for Smith Street ADA Construction

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

In 2016, we were awarded a \$625,000 grant by the State of Connecticut, administered by DEEP for ADA improvements at the 1840 Old City Lock-Up (often referred to as "the Smith Street jail") and the 1846 Department of Public Works Barn on Smith Street, which is part of the Mill Hill Historic Park complex.

The Historical Commission hired a landscape architect that developed plans for new exterior hardscape around the two buildings, providing ADA compliant access to both buildings, including ADA compliant access to the second floor of the Lock-Up, additional parking, new sidewalks, curbing, and lighting. The project was designed in conjunction with the Head of the Harbor South development, which is now complete.

We are working closely with the Historical Society to complete the renovation of the Lock-Up, which will contain exhibit space for our Norwalk Pottery Collection, along with exhibits about the buildings use as a jail, and collections storage space. The Barn is currently being used as workshop space for the Commission's handyman, but may ultimately be used to contain exhibits about the Norwalk Indians, including artifacts from the newly discovered Norwalk Indian Fort Site.

Purchasing solicited bids for phase I of the project. Unfortunately, the low bidder did not submit a complete bid package, and therefore was rejected in compliance with City and State statutes. DEEP and the Historical Commission has approved the second lowest bid, submitted by A.V. Tuchy, in the amount of \$414,600.

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

AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH A.V. TUCHY, INC., FOR MILL HILL JAIL AND BARN SITE ACCESSIBILITY ALTERATIONS - PHASE I, IN THE AMOUNT NOT TO EXCEED \$414,600.00. FUNDING FROM DEEP ADMINISTERED OPM GRANT. ACCOUNT NUMBERS TO BE ASSIGNED.

AUTHORIZE THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON THE CONTRACT NOT TO EXCEED \$41,000.00

As all of the Mill Hill Historic Park buildings are listed on the National Register of Historic Places, we are following the *Secretary of the Department of Interior's Guidelines for Historic Preservation* in this project.

Thank you for your consideration and support.

Sincerely yours,

Suzanne Betts
Chairman

Attachment

125 East Avenue, Norwalk, Connecticut 06851

November 15, 2018

**Norwalk Purchasing Department
Response Summary Project # 3879
Mill Hill Jail and Barn Site Accessibility Alterations - Phase 1**

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

CONTRACTORS					
	A.V. Tuchy, Inc.	Maggiore Construction, Inc.*	Northland Construction, LLC	L. Holznier Electric Company DBA Holznier Construction	
Total Lump Sum Bid Price	\$414,600.00	\$343,461.00	\$460,000.00	\$637,400.00	
*Non-confirming bid: did not submit a Bid Security and/or did not submit the other required forms					



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

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

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

RE : **NORWALK HIGH SCHOOL VARIOUS
IMPROVEMENTS**

DATE: JANUARY 9, 2019

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

About three years ago, Norwalk Board of Education adopted a School Facilities Improvement Plan which identified improvements at Norwalk High School. Parallel to this effort, in March of 2017, the Norwalk High School's School Governance Council, prepared a study of their own, identifying programmatic and aesthetic improvements for Norwalk High School. In support of the Plan, the City allocated \$1,500,000 in the City's 2017-2018 Capital Budget and \$5,000,000 in the City's 2018-2019 Capital budget for improvements at Norwalk High School as well as a special appropriation of \$5,000,000 for a total of \$11,500,000.

With the special appropriation in place, the City and a subcommittee of Norwalk High School's school governance council began the process of soliciting

architectural services for the various projects, both reimbursable and non-reimbursable. Please see attachment for scope of services.

A request for qualifications/proposals (RFQ/P) was issued by the City's Purchasing Department and 5 architectural firms responded:

Firm	Fee
Antinozzi Associates	\$449,000
Friar Associates	\$508,970
Silver Petrucelli + Associates	\$569,850
Northeast Collaborative	\$870,000
Perkins Eastman	\$1,012,000

The school governance sub-committee short-listed Silver Petrucelli + Associates, Friar Associates and Antinozzi Associates for interviews. After the interviews the sub-committee selected Antinozzi Associates as the most responsible, responsive respondent. Additionally, Antinozzi Associates was the lowest cost provider.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Antinozzi Associates to provide architectural services for the miscellaneous projects at Norwalk High School for a total not to exceed of \$449,000. Acct. #09185010 5777 C0610**
- b. **Authorize to establish a contingency for additional services as may be required for a total not to exceed \$44,000.**

Norwalk High School Projects

Project	Reason	Reimbursable	State Grant	Budget	Comments
Expand Culinary Program	Popular program	Yes	Program	\$1,859,644	Submitted to State June 30, 2018, see grant application
Renovate all Toilet Rooms	Update/ADA	Yes	ADA	\$2,291,224	Submitted to State June 30, 2018, see grant application
Media Pathway - Construction build out to support program	Program	Possibly	Program	\$518,557	A 21st Century media academy that will enable students from NHS & BMHS to learn the tools the pro's use as well as earn certification in industry standard software programs.
Learning Commons, including Library "Maker Space"	Program	Possibly	Program	\$500,000	Transform teaching and learning into an engaging, interactive, collaborative and dynamic personalized learning that focuses on the deeper knowledge of the Common Core content and the college and career 21st learning skills and to establish a learning environment for all staff with around the clock access to best practices, model lessons and coaching support with availability throughout the day, and for students and families with unlimited access to online personalized learning resources at home.
Entranceway Renovation/Safety Improvements	Update/Safety	Possibly	School Safety	\$500,000	Design a welcoming and distinguishable entrance to Norwalk High School incorporating SSC recommendations for school main entrances.
Upgrade PAW Print Lab	Program	Possibly	Program	\$150,000	New computers, tables, projection, high end printers/copiers, new furniture and aesthetic upgrades
Upgrade ROTC Program Space	Program	Possibly	Program	\$60,000	Aesthetic improvements
Upgrade Community Forum Room	Update	Possibly	Program	\$75,000	Projector and audio visual system upgrade, as well as electrical upgrades to support the new equipment
Improve Blended Learning Lab	Program	Possibly	Program	\$75,000	Expand the room from its current size, procure new flexible furniture, lap tops, projectors as well as electrical upgrades to support the new equipment
Construct two new Art Computer Labs	Program	Possibly	Program	\$80,000	Expand the room from its current size, procure new flexible furniture, lap tops, projectors as well as electrical upgrades to support the new equipment
Construct Black Box Theater Space	Program	Possibly	Program	\$100,000	Projection system, sound system, electrical upgrades to support the new equipment, architectural work to transform the space from a former auto shop into a blackbox theater.
Sound System - PA does not work in Audit./Gym	Correct	No	No	\$100,000	Investigate and correct/expand the PA system into the auditorium and gymnasium
Cafeteria Redesign based on "College Experience"	Update/Student use	No	No	\$1,000,000	Aesthetic design of the eating area, functional review and design of the serving and possibly the kitchen to improve queuing/serving, design of an exterior patio area adjacent to the cafeteria.
Courtyards- Not useable at this time	Student use/Program	No	No	\$1,300,000	Courtyards need to be made ADA accessible & upgraded to support classes such as Language Arts, Science, Math, Health and Music
Auditorium Upgrade	Update/Program	No	No	\$1,000,000	Aesthetic improvements throughout incorporating the recommendations of the acoustic consultant as well as carpet replacement, house lighting improvements, theatrical lighting improvements and general architectural improvements.
Safety Lighting - Stairwells & Hallways	Update/Safety	No	No	\$100,000	Improve lighting levels in the stairwells below grade where natural light is void
Athletic Sound System	Update	No	No	\$20,000	Review existing system and design/recommend new system for the athletic field
Electrical Evaluation - Increase amount of outlets	Update/Program	No	No	\$50,000	Investigate with staff those areas in need of additional electrical outlets to support the particular program
				\$9,779,405	



CITY OF NORWALK

REQUEST FOR PROPOSAL FOR
ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES FOR
MISCELLANEOUS PROJECTS AT

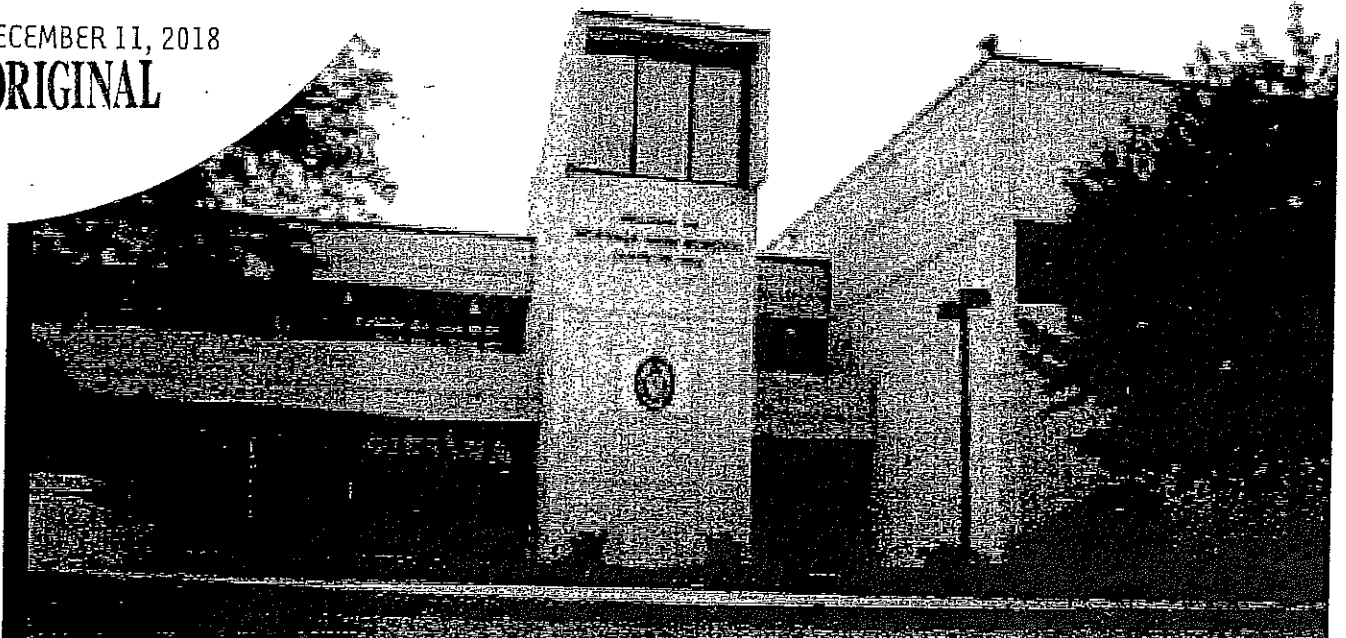


NORWALK HIGH SCHOOL
PROJECT NUMBER - 3883
NORWALK, CT



DECEMBER 11, 2018

ORIGINAL



December 11, 2018

Ms. Carleen Megaro, Buyer
City of Norwalk Purchasing Department
125 East Avenue, Room 103
Norwalk, CT 06856-5125

Re: Request for Proposals - Architectural/Engineering Services;
Norwalk High School Miscellaneous Projects

Dear Ms. Megaro and the City of Norwalk:

On behalf of the Antinozzi Associates design team, we are eager to provide the architectural and engineering services required for the list of projects identified for Norwalk High School. The pages that follow in our proposal submission package should clearly indicate our team's substantial public school design experience regarding phasing projects while occupied, meeting CT DAS-OSCGR requirements, implementing a collaborative design process to meet schedule and budget, and creating attractive (yet functional) school facilities.

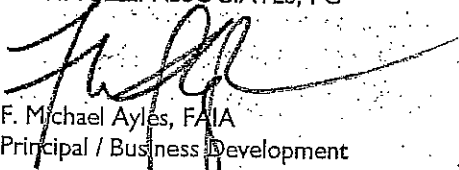
It is important to note that Antinozzi Associates has recently completed the study, design, or construction of several high schools located in Hamden, New Britain, Meriden, Bridgeport, Stratford, and West Haven. Transforming the required program spaces at Norwalk High School (culinary, cafeteria/kitchen, toilet rooms, auditorium, etc.) will require a design team with diversity, dedication, and creativity. Our experience renovating high school facilities across Connecticut, many while occupied, has provided our in-house team with the ability to utilize several years of solving program and design challenges that we are confident will exceed the expectations of everyone involved with this project - from the City and Norwalk School District to the students who attend there.

Additionally, our engineering/consultant team for the Norwalk High School project has been selected based upon our successful experience working with them on previous school projects, as well as the specific expertise they have in public school design. Each high school project has allowed our team to learn new methodologies and bring new design thinking to this project.

We are also committed to become integrated in every community we work in. Though our work will come out of the Bridgeport office, having a newly expanded and renovated office in Norwalk will allow our team to meet with Norwalk stakeholders locally if needed to utilize our resources in a more time-efficient manner. A project this demanding and complicated due to possible multiple phases and intensive program design challenges deserves this level of dedication.

Antinozzi Associates and our team are ready to start immediately to analyze the scope of the projects, budgets, schedule, and implement an approved plan for Norwalk High School. We look forward to meeting with the City to discuss our proposal for this project. Please feel free to contact me with any questions.

Sincerely,
ANTINOZZI ASSOCIATES, PC


F. Michael Ayles, FAIA
Principal / Business Development



ANTINOZZI ASSOCIATES
ARCHITECTURE & INTERIORS

271 Fairfield Avenue
Bridgeport, Connecticut 06604

t 203.377.1300 f 203.378.3002

301 Merritt 7
Norwalk, Connecticut 06851

t 203.956.5460

www.antinozzi.com

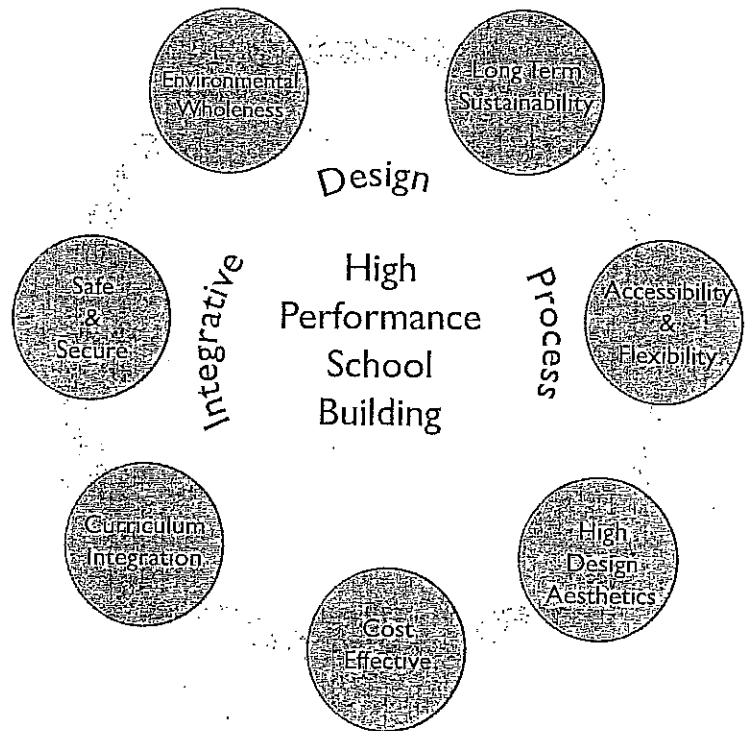
PROJECT APPROACH: INTEGRATIVE DESIGN PROCESS (IDP)

Our approach to a school project involving several multiple design projects and disciplines of expertise such as for Norwalk High School begins with our Integrative Design Process, or IDP. Different than a conventional design process of “design ... engineer ... budget ... value engineer ... redesign ... and repeat”, we will ensure that not just the City of Norwalk, NFCC, CSG, and Antinozzi Associates are involved in the early design phases, but we will insist that our consultants and other key project stakeholders (i.e. Superintendent, Facility Director, departments heads) learn about the inter-relationships of the different options, systems, and materials so they are addressed early.

Since high degrees of design efficiency and schedule effectiveness are found in the relationship between the early stages of programming and the eventual building architecture, infrastructure system, technologies, surrounding site location, and structural engineering solutions, several alternatives should be considered and agreed upon concurrently. IDP breaks the team out of previously used (and outdated) “last minute” value engineering patterns to realize a more cost effective, healthier high school for the Norwalk school community and natural systems that support it.

We understand that accurate, justifiable cost estimates early in the design process may be crucial to maintaining cost control throughout the project. By implementing an IDP approach, we can efficiently and effectively manage design value early rather than have important parts of the design eliminated in later phases. Throughout the pre-construction phases of a project, we will insist on regularly maintaining IDP meetings to identify issues, monitor progress, and set goals.

This process promotes early, “on-the-fly” value-based decisions and initiates discussions to confirm the design, schedule, and budget by all parties involved with the project. We will analyze alternative construction methods, materials, sustainable design concepts, and other matters during the schematic design phases



to eliminate budget overruns that can impact budget, schedule, or bid document quality.

School Project Kick-Off Meeting

Upon award of the contract, we will convene a kick-off meeting with all key stakeholders to establish a management plan for all work going forward. Previous information for the school will be collected, reviewed, and analyzed for discussion.

The Design and Construction Process

Our primary role as the lead architect for the projects at Norwalk High School is design coordination - but we are not alone. Of course, we will be utilizing all of our selected consultants as each will contribute specialized information and have unique concerns. The following page will describe the methods of how our staff and consultants will be utilized throughout the design and construction administration phases in further detail.

ANTINOZZI ASSOCIATES - CURRENT WORKLOAD

To respond to any concerns regarding our team's ability to begin work on this contract immediately, we have provided a snapshot of our current workload of major school projects to assure the Norwalk Public School members that our assigned in-house team and selected consultants are immediately available upon execution of the contract.

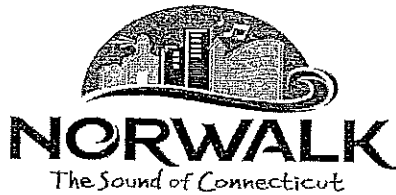
As an architectural and interior design firm with a staff of almost 30, we must have an adequate workload and sufficient backlog to keep all of our management, design, technical, and administrative staff busy. Projects come in and out at differing rates - some take 24-48 hours, some take 24-48 months ... or more. Therefore, we have provided the graph below showing our major K-12 school projects in the office as those commissions usually require the most manpower.

The chart below shows a history of the school projects we have worked on. Green projects are complete, orange projects are in mid-construction, and blue projects are in the design phase. The darkest shade indicates the design period, and when most staff is needed to work on a school project. The lighter shade after the design period is the construction period. The lightest shade indicates pre-design or a gap in the progress of the project due to Owner direction and/or required redesign.

Principal Michael Losasso will be the Principal-in-Charge for the Norwalk High School projects and David Ferris will be the assigned Senior Project Manager. Michael and David are both available based on the timing of their current major school assignments. This does not include two Norwalk school conceptual design projects in our office currently led by Michael. Regarding our remaining assigned staff, please note below that all but one school project is in construction and we have several staff ready for reassignment and available for the duration of the Norwalk High School projects.

The proposed workload chart below shows that Antinozzi Associates easily has the ability to take on another major school project. On numerous occasions, our staff has had to work on 3-4 projects in the design phase simultaneously without issue. Adding the Norwalk High School would fit comfortably into our project workload that we have successfully accomplished over the past five years.

Grade	Project	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Project \$
6 - 12	CREC Acad. Science/Innov'n												\$63.3M
K - 8	Roosevelt School												\$44.7M
9 - 12	Eli Whitney THS												\$98.3M
9 - 12	Orville Platt HS												\$111.8M
9 - 12	Harding High School												\$106M
9 - 12	Stratford High School												\$125.9M
5 - 8	Walsh Intermediate School												\$88M
9 - 12	West Haven High School												\$129.9M
9 - 12	New London High School												\$98M
													\$865.9M



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

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

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : PONUS SCHOOL PK-8 IMPROVEMENT PROJECT –
APPROVAL OF CM – GMP AMENDMENT

DATE: JANUARY 9, 2019

Subsequent to the Board of Education adoption of School Facilities Improvement Plan, the City allocated \$43 million for the addition and renovation of Ponus Ridge Middle School. The renovated Ponus Ridge School will be the home for a new Pre Kindergarten to 8th Grade Science Technology Engineering Math (STEM) school program.

The existing Ponus Ridge Middle School, consisting of 6th, 7th and 8th grade classes, has a total enrollment of approximately 692 students. Each grade has a total of 9 sections. The existing building is approximately 104,000 square feet. The addition of PK to 5th Grade in 2 sections will increase student enrollment to 1,050 students. The new building addition(s) will be approximately 35,000 square feet. Overall, this project will contribute significantly to the City's efforts to increase school facilities necessary to meet enrollment needs.

The City hired Perkins Eastman (architect) and Newfield Construction (Construction Manager – CM) about a year and a half ago to work closely with the school community to develop the project. Recently, the City received approval from the State to issue this project for construction bidding. The CM in conjunction with City's Purchasing Department issued and received various trade contractors' bids in mid December 2018. Subsequently, the construction team conducted "Scope Review" meeting with the bidders to assure that their bids are complete and in conformance with the bid specifications. Their recommendation of the lowest responsible bidders for each trade together with all of the associated

hard construction costs are assembled into the attached Guaranteed Maximum Price (GMP). At the present time, Newfield Construction is under contract with the City for Pre-construction Phase services. The acceptance of the GMP will be made as an amendment to the agreement. Attached is a copy of the GMP with detailed costs breakdown of the construction costs.

The GMP consists of the following four major components:

- A. CM Fee – 1.20%
- B. CM Contingency– 1.50%
- C. Total Trade Contractors' Costs
- D. General Condition Costs

The budget for Ponus School is \$43,348,333 which includes state reimbursement share. During various design phases, the CM provided construction cost estimates. The project was trending about \$4,000,000 over the budget. Substantial efforts were made through value engineering and constructability reviews to control costs. With the completion of design and bid documents in the fall, Board of Education facilities brought to our attention the potential need to replace all heat piping throughout the school for a projected value of approximately \$1,375,000. Since the full extent of pipe replacement has not be determined, we did not include this scope in the bid documents. Attached is the project budget breakdown. Heat piping replacement is identified separately in order to provide a clear delineation of the impact of this work on the total project costs.

Since there is \$2,167,000 available in owner contingency, there are sufficient funds to proceed with the project and the execution of the GMP. However, upon determination of the scope of heat piping replacement, a Special Capital Appropriation would be required in order to properly fund this project.

Upon approval of the Common Council, construction will commence on the new addition at the end of January 2019, with significant renovation work, especially the 2nd floor, the summer of 2019. The addition is scheduled to be completed by January of 2020 with a portion (first floor classrooms) of the middle school students will move into to make room for the renovation of the first floor of the existing building. The project is scheduled to be complete August of 2020.

ACTIONS REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement with Newfield Construction, Inc. as the Construction**

Manager (CM) for the Ponus Ridge School (new PK-8 STEM School) renovation and addition project, to accept the Guaranteed Maximum Price (GMP) in the amount of \$36,473,862. Acct. Acct. #09185010 5777 C0608

- b. Authorize the NFCC to issue Change Orders on Contract for a total not to \$1,823,000.**

Updated as of 1/9/18

Ponus Ridge

21 Hunters Lane
Norwalk, CT 06850

State Project No. 103-0246 EA/EC/CV

	Project Budget
Soft Costs	
Design Fees	\$ 2,330,522
Project Management	\$ 338,640
Commissioning	\$ 80,000
Plan Approval Fees	\$ 5,000
Special Inspections (<i>in Arch Fee</i>)	\$ -
Legal Fees	\$ -
Advertising / Legal Notices	\$ 2,000
Bid Document Reproduction	\$ 1,000
Threshold Peer Review	\$ 6,400
Geotechnical Services (<i>in Arch Fee</i>)	\$ -
Land Survey (<i>Allow in Arch Fee</i>)	\$ -
Enviornmental Monitoring Services	\$ 75,000
Traffic Study (STC Approval)	\$ -
Testing / Inspections	\$ 70,000
3rd Party Review	\$ -
State Permit Fees (DEEP)	\$ 250
Misc. Utility Charges (Eversource)	\$ 60,000
Pre Construction Fees	\$ 125,000
Insurance/Builders Risk	\$ 100,000
Permit Fees (Bldg., Conservation, Zoning, Etc.)	\$ 486,190
Moving Expense (Min. 3 Moves)	\$ 125,000
Portable Classroom Remmoval (In GMP)	\$ -
Total Soft Costs	\$ 3,805,002
Hard Costs	
Construction Manager GMP Costs	\$ 36,473,862
Total Construction Costs	\$ 36,473,862
FF & E	
Furniture, Equipment & Technology	\$ 1,665,000
Hardware	
Total FF & E	\$ 1,665,000
Contingency	
Owner Contingency (5.0%)	\$ 2,167,417
Total Contingency Costs	\$ 2,167,417
Total	\$ 44,111,281
Heating Piping Replacement	\$ 1,375,221
Grand Total	\$ 45,486,502
Original Budget	\$ 43,348,333
Net Difference	\$ (2,138,169)



225 Newfield Avenue
Hartford, CT 06106
860-953-1477
Fax 860-953-1712

Amendment One

January 9, 2019

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

RE: City Project Number 3775 Ponus Ridge School Addition and Alterations
Trade Contract Awards, Guaranteed Maximum Price (GMP)

Dear Alan:

Newfield Construction, Inc. ("CMR") hereby submits to the City of Norwalk, Connecticut ("Owner") this document regarding Contract Amendment Partial Guaranteed Maximum Price (GMP) for trade bid packages 01 Final Cleaning, 02 Hazmat and Select, 03 Concrete, 04 Masonry, 05 Metals New Addition, 05.1 Metals Renovations, 06 General Trades, 07 Roofing, 07.1 Firestopping, 08 Aluminum Opening Glass and Glazing, 09 Drywall and Framing, 09.1 Acoustical Ceiling, 09.2 Ceramic Tile, 09.3 Carpet and Resilient, 09.4 Painting, Coating, and Wallcoverings, 10 Visual Display & Toilet Room Equipment, 21 Fire Protection, 22 Plumbing, 23 Mechanical, 26 Electrical, 27 Communication, 28 Fire Alarm, 31 Site Construction, 34 Landscaping for the construction Ponus Ridge School Addition and Alterations, in accordance with the CMR Agreement dated January 31, 2018, ("Agreement"). This document includes the requested items indicated in the Table of Contents below.

Table of Contents

- a. Partial GMP Amount
 - b. List of Drawings
 - c. List of Specifications
 - d. Clarifications and Assumptions
 - e. Allowances
 - f. Unit prices
 - g. Alternates
 - h. Project Schedule
 - i. Formal Recommendation for Approval of Listed Trade Contractors
-
- a. **Amendment One Amount – See attached breakdown**

The Amendment One amount is, Thirty Six Million Four Hundred Seventy Three Thousand Eight Hundred Sixty Two Dollars, \$36,473,862.00.
 - b. **List of Drawings - See attached**
 - c. **List of Specifications - See attached**
 - d. **Clarifications and Assumptions - See attached**
 - e. **Allowances - See attached (allowances are included in GMP)**
 - f. **Unit Prices - See attached**
 - g. **Alternates - See attached (alternates are not included in GMP)**
 - h. **Project Schedule - See attached**



Ponus Ridge Addition and Renovations
GMP Recapitulation

1/6/2019

Bid Package	Trade	Projected Trade Contractor	Bid Amount	Scope Review Completed	Notes
1	Final Cleaning	Orissa	105,460	Yes	
2	Selective Demo & Abatement	Stanford	1,795,784	Yes	
3	Concrete	Universal	917,000	Yes	
4	Masonry	Sunrise	848,800	Yes	
5	Metals New Addition	Unified Steel	1,198,660	Yes	
5.1	Metals Renovations	Erection and Welding	347,800	Yes	
6	General Trades	G Donavan	2,498,000	Yes	Secondino \$2,429,000 Bid Not Responsive
7	Roofing	Young Development	835,650	Yes	
7.1	Fire Stopping	Bland Services	74,000	Yes	
7.2	Exterior Metal Panels	Ultimate	343,600	Yes	
8	Aluminum Openings	Acorn	1,575,000	Yes	
9	Drywall	Conn Acoustics	1,339,243	Yes	
9.1	Acoustical Ceilings	Conn Acoustics	1,036,270	Yes	
9.2	Ceramic Tile	Spectrum	141,937	Yes	
9.3	Carpet and Resilient Flooring	Urban	868,164	Yes	
9.4	Painting	Prof Painting	227,100	Yes	
10	Visual Displays/Toilet Room Equipment	CSNE LLC	157,666	Yes	
11	Food Service Equipment	NO BIDS	409,000		ReBid Required
21	Fire Protection	MJ Daily	910,000	Yes	
22	Plumbing	Ferguson Mech	9,137,000	Yes	Combo Bid Award BP 22 and BP 23
23	Mechanical	Ferguson Mech	In combo above	Yes	Combo Bid Award, DeRienzo \$7,081,777 Bid Not Responsive
26	Electrical	JA Shea	3,090,000	Yes	Combo Bid Award BP 26 and BP 28
28	Fire Alarm	JA Shea	In combo above	Yes	Combo Bid Award, McBride \$439,604, Security Solutions \$443,854 Bids Non Responsive
27	Communications	Net Services	1,435,275	Yes	JKS \$1,435,275 Bid Not Responsive
31	Site Construction	FGB Construction	4,728,855	Yes	
34	Landscaping	Storenberg	184,000	Yes	
Estimated Trade Bids			38,741,084		
ESTIMATE CONTINGENCY 1.5%			In trades		
ESCALATION 3.0%			In trades		
CM CONTINGENCY 1.5%			608,115		
GL INSURANCE 0.45%			154,112		
PERMIT FEE 1.5%			In soft costs		
CM GENERAL CONDITIONS (see attached breakdown)			1,418,001		Steel Detailing, Additional Survey Crew for Rock Quantity, Modular Classroom Removal
PRECON FEE			In soft costs		
CM BOND 0.68%			243,571		
CM FEE 1.2%			410,967		
Projected GMP			36,479,852		



Ponus Ridge School
Addition and Renovations
CM General Conditions

1/8/2019

			Unit	Unit Cost	Total Value
<u>Construction Staffing</u>		<u>19 Months</u>			
Project Manager	3287	mo	\$ 130	\$	427,310.00
Superintendent	3287	mo	\$ 125	\$	410,875.00
Field Engineer	3287	mo	\$ 65	\$	213,655.00
					\$ 1,051,840.00
<u>Closeout Staffing</u>		<u>3 Months</u>			
Project Manager	260	mo	\$ 130	\$	33,735.00
Superintendent	173	mo	\$ 125	\$	21,625.00
Field Engineer	173	mo	\$ 65	\$	11,245.00
					\$ 66,605.00
<u>Reimbursables</u>					
Field Office	20	mo	\$ 600	\$	12,000.00
Office Furniture	1	ea	\$ 3,500	\$	3,500.00
Mobilize Office	1	ea	\$ 3,500	\$	3,500.00
office Supplies	20	mo	\$ 200	\$	4,000.00
Postage Fedex	20	mo	\$ 500	\$	10,000.00
Computers	3	ea	\$ 2,000	\$	6,000.00
IT Set up	1	ea	\$ 1,500	\$	1,500.00
Ceremonial Costs	1	ls	\$ 9,500	\$	9,500.00
IT Maintenance	20	mo	\$ 350	\$	7,000.00
Data Lines	20	mo	\$ 150	\$	3,000.00
Phone service	20	mo	\$ 350	\$	7,000.00
Phone Install	1	ea	\$ 2,000	\$	2,000.00
Fax machine	1	ea	\$ 750	\$	750.00
Cell Phones	20	mo	\$ 400	\$	8,000.00
Copier	20	mo	\$ 500	\$	10,000.00
Office Utilities	20	mo	\$ 500	\$	10,000.00
Drinking Water / Coffee	20	mo	\$ 125	\$	2,500.00
First Aid	1	ea	\$ 2,500	\$	2,500.00
Project Vehicle	1	incl	\$ 0	\$	0.00
Small Gear	1	mo	\$ 2,500	\$	2,500.00
Office security	20	mo	\$ 200	\$	4,000.00
GL Insurance					in GMP Recap
Progress Photos	20	mo	\$ 425	\$	8,500.00
Reproduction	1	allow	\$ 7,500	\$	7,500.00
Perform. & Payment Bonds					in GMP Recap
Payroll Monitor	20	mo	\$ 800	\$	16,000.00
Rock Quantity Survey Crew				\$	10,400.00
Portable Removals (Assigned Work)				\$	81,017.00
Elevator Constructor to Move Cab	24		\$ 450	\$	10,800.00
Steel Detailing				\$	56,089.00
					\$ 299,556.00
					\$ 1,418,001.00



PACKAGE NO.	TRADE	Allowance Description	UNIT	QUANTITY	VALUE
2	Hazmate and Select Demolition	Asbestos Roof Flashing Only	Unit Price #22	450 LF	\$ 11,250.00
2	Hazmate and Select Demolition	Exterior Wall Asbestos Moisture Barrier Between Int & Ext	Unit Price #27	1500 SF	\$ 30,000.00
2	Hazmate and Select Demolition	Structural Steel Connection Lead Abatement	Unit Price #34	100 EA	\$ 70,000.00
5	Metals - New Addition	Miscellaneous Structural Steel Work	LUMP	1	\$ 25,000.00
5.1	Metals - Renovation Areas	Unforeseen Connection Conditions	LUMP	1	\$ 10,000.00
7.1	Fire Stopping	Penetration Firestopping	EA	50	\$ 10,000.00
21	Fire Protection	Allowance - FP Systems Coordination	LUMP	1	\$ 20,000.00
31	Site Construction	Allowance - Contaminated Soil Removal	Unit Price #1	150 TON	\$ 25,500.00
31	Site Construction	Allowance - Rock Removal	Unit Prices #4, #5, and #6	1250 CY	\$ 153,750.00
CM	Construction Manager	Allowance - Elevator Service Cost	LUMP	1	\$ 10,800.00

* Allowances are included in the repsective Trade Contractor bid amounts. The Projected GMP, per the GMP Recapitulation, includes the total sum of allowances.

GMP Amendment One Part F Unit Prices



The trade contractors agree that the following unit prices shall be the basis for computing extra costs to the contract for additional work and credits for deleted work. Unit prices shall include costs for all materials, equipment, tools, small tools, labor, permits, fees, overhead, profit, supervision, home office support, project management, estimating, safety, travel, shop drawings and as built drawings for all parties involved in the work. Unit prices shall apply to both the trade contractors and their subcontractors. All work is to be accomplished in accordance with applicable Sections of the Specifications. The Owner and or Construction Manager reserves the right to selectively reject any of the unit prices without any affect on the remainder of the bid.

Unit Prices do not include CM Bond Costs or CM Fees.

Unit Prices listed below are considered additive unit pricing, deductive unit prices will based on the prices below less ten percent (10%)

CY= cubic yard	SF= square foot	FIT= fittings	GAL= gallon
SY= square yard	HR= hour	CONT= container	GB= glove bag
LF = linear foot	LB= pound	CU FT= cubic foot	EA= each
TON=ton			
1. Excavation & Removal from Site, of contaminated material.			<u>\$170.00/TON</u>
2. Excavation & Removal from Site, of unsuitable material			<u>\$25.00/CY</u>
3. Structural Fill Furnish and Install			<u>\$40.00/CY</u>
4. Mass Rock Removal, removed by ripping			<u>\$60.00/CY</u>
5. Trench Rock Removal, ripping of rock by machine			<u>\$105.00/CY</u>
6. Trench Rock Removal, with rock splitters, jack hammer, hoe ram			<u>\$150.00/CY</u>
7. Boulders 2 CY or greater			<u>\$45.00/CY</u>
8. Asbestos Pipe Insulation (Large Areas)			<u>\$14.00/LF</u>
9. Asbestos Pipe Insulation (Tent Area - <150lf)			<u>\$20.00/LF</u>
10. Asbestos Pipe Insulation (Glove Bag - <3LF)			<u>\$450.00/GB</u>
11. Asbestos Coated Sinks			<u>\$150.00/EA</u>
12. Asbestos Radiator Box Insulation			<u>\$12.00/SF</u>
13. Roof Drain Insulation (Per Drain)			<u>\$300.00/EA</u>
14. Asbestos Flexible Cloth Duct (Per Location)			<u>\$300.00/EA</u>
15. Asbestos Cabinet Adhesive			<u>\$8.00/LF</u>
16. Asbestos Chalk/Tack Board Adhesive			<u>\$10.00/SF</u>
17. Asbestos Fire Door Insulation (Per Door)			<u>\$200.00/EA</u>
18. Asbestos Mirror Insulation			<u>\$10.00/SF</u>

GMP Amendment One Part G Alternates



Alternate Bids: See Section 01 23 00 for further detail. (All lines must be filled in. If there is no cost impact to your scope of work indicate on the alternate line "NO CHANGE") Alternate bids shall be open for acceptance for a period of one hundred eighty days (180) after the date of the bid opening.

Alternate Prices do not include CM Bond Costs or CM Fees

ALTERNATE No. 1: Vinyl Composite Tile (VCT)

1. Reference: Specification Section 09 65 00 Resilient Flooring.
2. Base Bid: Install terrazzo flooring as specified and where indicated on the drawings.
3. Alternate Bid: If Alternate Bid No. 1 is accepted, provide all labor and materials to install vinyl composite tile (VCT) in lieu of base bid flooring material.

~~ADD/DEDUCT~~ \$87,225 Eighty-Seven Thousand Two Hundred Twenty-Five Dollars

- BP#06 General Trades - (\$102,000.00)
- BP#09.3 Carpet and Resilient Flooring - \$14,775.00

ALTERNATE No. 2: Epoxy Floor Finish System.

1. Reference: Specification Section 09 67 23 Resinous Flooring.
2. Base Bid: Install quarry tile flooring as specified and where indicated on the drawings.
3. Alternate Bid: If Alternate Bid No. 2 is accepted, provide all labor and materials to install epoxy floor finish system in lieu of base bid flooring material.

~~ADD/DEDUCT~~ \$16,685.00 Sixteen Thousand Six Hundred Eighty-Five Dollars

- BP#09.2 Ceramic Tile – (\$16,685.00)

ALTERNATE No. 3: Linoleum Tile

1. Reference: Specification Section 09 65 00 Resilient Flooring.
2. Base Bid: Install vinyl composite tile flooring as specified and indicated on the drawings.
3. Alternate Bid: If Alternate Bid No. 3 is accepted, provide all labor and materials to install linoleum tile in lieu of base bid flooring material.

~~ADD/DEDUCT~~ \$374,966.00 Three Hundred Seventy-Four Thousand Nine Hundred Sixty-Six Dollars

- BP#09.3 Carpet and Resilient Flooring - \$374,966.00

ALTERNATE No. 4: Exterior Light Poles

1. Reference: Specification Section 26 56 13 Lighting Poles and Standards
2. Base Bid: Install exterior light poles as specified and where indicated on the drawings.
3. Alternate Bid: If Alternate Bid No. 4 is accepted, remove a total of 10 exterior light poles (5 at the north and 5 at the south sides of the building)

~~ADD/DEDUCT~~ \$24,650.00 Twenty-Four Thousand Six Hundred Fifty Dollars

- BP#26 Electrical – (\$22,000.00)
- BP#34 Site Construction – (\$2,650)



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BID PACKAGE NO.:

BID PACKAGE SCOPE: Mechanical

BIDDERS	BASE BID	ALTERNATES										BID FORMS					COMMENTS
		ALT01 ADD Vinyl Composite Tile	ALT02 ADD Epoxy Floor Finish System	ALT03 ADD Unileum Tile	ALT04 DEDUCT Exterior Light Poles	ALT05 ADD Lightning Protection	ALT06 ADD Toilet Compartment	ALT07 ADD Solid Surface Countertops	ALT08 ADD Epoxy Laboratory Countertops	ALT09 DEDUCT Tunnel Mach. Piping Insulation	ALT10 DEDUCT Existing Mech. Valve Replacement	ADDENDA #1, #2, and #3	BID BOND	AIA A305	DAS PREQUAL CERT.	UPDATE STATEMENT	
DeRienzo Mechanical Contractors, Inc.	\$ 7,081,777.00	x	x	x	x	x	x	x	x	\$ [94,920.00]	\$ [35,704.00]	x	x	missing	x	missing	Non Compliant Bid

It has been determined DeRienzo Mechanical Bid for BP 23 was Non Compliant for the following conditions:

1- Spec Section 00 20 20 Instruction to Bidders Article 4.3 Submission of Bids, Paragraph 4.3.1.1 bidders are required to submit the following documents, Fully Executed Bid Form, Form of Bid Security, Contractors Qualification Statement AIA Document A305, DAS Prequalification Certificate with Update Statement to avoid having the bid rejected for non-compliance. DeRienzo Mechanical failed to submit the Contractors Qualification Statement as well as the DAS Prequalification Update Statement.

2- Spec Section 00 20 20 Instruction to Bidders Article 5.2 Rejection of Bids A Bid not accompanied by a required bid security or by other data required by the bidding documents, or a Bid which is in any way incomplete is subject to rejection.

3- Spec Section 00 02 10 Invitation to Bid, paragraph 4 states, bidder must have prior experience consisting of no less than three similar projects with an equal or greater value within the last five years. The verification experience submitted with the Bid indicates DeRienzo falls short of this requirement.-

