

CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Tuesday, December 1, 2020

TIME: 7:00 P.M.

PLACE: By Video Conference and Teleconference

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at:

norwalkct.org/meetings



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



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Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Monique Cipriano at mcipriano@norwalkct.org to provide written public comment prior to the meeting.

AGENDA

Public Input

Public input (Guests at Committee meetings may speak to any item on the agenda. Comments shall be limited to no more than three (3) minutes per speaker.)

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, November 3, 2020.
2. Approve the 2021 Meeting Dates for Public Works Committee.
- 3a. Authorize the Mayor Harry W. Rilling to execute any and all documents necessary for the following transaction per the Joint Memorandum of Jessica Casey, Steve Kleppin, Anthony Carr, and Vanessa Valadares dated November 24, 2020:
 - i. For the CITY OF NORWALK to convey the following easements to SONO TOD, LLC for consideration of ONE TWENTY-NINE THOUSAND TWO HUNDRED AND THIRTY-THREE DOLLARS AND 00/100 CENTS (\$129,233.00):
 - (1) A driveway easement, approximately 7,424 sq. ft., as depicted in the Easement Map Depicting Proposed Driveway Easement Over Land of the CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C., revised to include the 328 sq. ft. of 1 Chestnut Street to first be conveyed from SONO TOD, LLC to the CITY OF NORWALK authorized in Agenda Item 3.iii;
 - (2) A ramp easement, approximately 759 sq. ft., as depicted in the Easement Map Depicting Proposed Ramp Easement Over Land of the CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, , Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.;
 - (3) A sidewalk easement, approximately 2,129 sq. ft. plus 179 sq. ft., as depicted in the Easement Map Depicting Proposed Sidewalk Easement Over Land Of The CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.; and
 - ii. For SONO TOD, LLC to convey the following easement to CITY OF NORWALK for consideration of ONE DOLLAR (\$1.00): A sidewalk easement, approximately 656 sq. ft. plus 183 sq. ft., as depicted in the Easement Map Depicting Proposed Sidewalk Easement Granted To The CITY OF NORWALK, 30 Monroe Street, Over Land The Land Of SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.

iii. For the CITY OF NORWALK to acquire fee simple title from SONO TOD, LLC, in and to approximately 328 sq. ft. of land of 1 Chestnut Street, as depicted in the Compilation Plan Depicting Conveyance Parcel To Be Conveyed To The CITY OF NORWALK by SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" – 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.

- 3.b. 8-24 Referral – Department of Public Works – Conveyance of Easements Sono TOD, LLC over portions of 30 Monroe Street and Acquisition of Easement and Land from Sono TOD, LLC over portion of 1 Chestnut Street per the Joint Memorandum of Jessica Casey, Steve Kleppin, Anthony Carr, and Vanessa Valadares dated November 24, 2020, Report and Recommendations.

Referral of Item 3a to the Planning Commission for a Report and Recommended Action pursuant Conn Gen. Stat. § 8-24.

4. Authorize the Purchasing Agent to issue a purchase order to Gengras Ford, LLC, Plainville, CT for the purchase one (1) 2020 Ford Escape for a price not to exceed \$23,873.80.

Account No. 09 20 4120 5777 C0650

- 5a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Deering Construction, Inc for State Project 102-350 Norwalk River Valley Trail – Phase 2 Federal Aid Project No. PEDS(222) for an amount not to exceed \$2,924,135.11.

Federal TA Grant Account No. 09 16 4021 5777 C0407
09 17 4021 5777 C0407
09 17 4021 5796 C0407
09 04 4021 5777 C0234
09 06 4021 5777 C0234
09 07 4021 5777 C0234
09 21 4021 5777 C0234
09 21 3750 5777 C0777

- 5b. Authorize the Chief of Operations and Public Works to execute orders on the contract with Deering Construction, Inc. for State Project 102-350 Norwalk River Valley Trail – Phase 2 Federal Aid Project No. PEDS(222) for an amount not to exceed \$292,413.50.

Federal TA Grant Account No. 09 16 4021 5777 C0407
09 17 4021 5777 C0407
09 17 4021 5796 C0407
09 04 4021 5777 C0234
09 06 4021 5777 C0234
09 07 4021 5777 C0234
09 21 4021 5777 C0234
09 21 3750 5777 C0777

6. Authorize the Mayor Harry W. Rilling to execute a two-year extension to the April 2019 agreement for Pavement Management and Consulting Services between the City of Norwalk and Vanasse Hangen Brustlin, Inc. (VHB) for an annual sum not to exceed \$250,000.00 per year.

Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021

Information / Discussion

A. Discussion

1. Project Status
 - a. Sediment Removal Contract Update
 - b. Dreamy Hollow Drainage System Improvements Update
 - c. Drainage, Curb, Sidewalk and Paving Update (Please see supporting Documentation)

B. Monthly Solid Waste Report – September/October 2020

Upcoming Projects

Adjournment

Next Meeting:

Tuesday, January 5, 2021
Public Works Committee
7:00 P.M. Location TBD

CITY OF NORWALK
PUBLIC WORKS COMMITTEE OF THE COMMON COUNCIL
REGULAR MEETING
BY VIDEO CONFERENCE AND TELECONFERENCE
November 3, 2020

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ATTENDANCE: George Tsirinides, Chair; Barbara Smyth; Tom Livingston; Manny Langella; Thomas Keegan; George Theodoridis; Darlene Young; David Heuvelman

STAFF: Anthony Carr, Chief of Operations and Public Works; Vanessa Valadares, Principal Engineer, Department of Public Works; Drew Berndlmaier, Senior Engineer, Department of Public Works; Paul Sotnik, Senior Engineer, Department of Public Works; Michael Yeosock, Asst. Director, Transportation, Mobility and Parking

OTHERS: Diane Lauricella; Josephine Anderson; Richard Fulture

Mr. Tsirinides called the meeting to order at 7:02PM.

PUBLIC HEARING

PUBLIC HEARING TO HEAR ALL PARTIES INTERESTED IN THE HONORARY NAMING OF A PORTION OF WATER STREET FROM THE INTERSECTION OF RAYMOND STREET TO THE INTERSECTION OF CONCORD STREET TO FIRE CHIEF ANDERSON DRIVE

Diane Lauricella

Ms. Lauricella spoke in support of naming the street for Sanford Anderson but said that a lot of people are busy tonight working on voting and suggested the committee reconsider rescheduling the public hearing for another meeting.

Josephine Anderson

Ms. Anderson spoke in support of naming a section on Water Street after her late husband Sanford W. Anderson. She said this also has full support of the community.

Ms. Valadares reminded the committee that when the public hearing was scheduled that they received two letters of support that were read into the record two meetings ago, and that one was from a church and the other was from a resident.

Richard Fulture

Mr. Fulture said it is an extreme honor and blessing for this family and his dad has given so much to this community in all kinds of ways not just as a fireman but as a person and the amazing things he has done in his life. He thanked the committee on behalf of his family and said they are excited for it and it is a huge honor and his dad is looking down and is very proud.

Ms. Young said there was a letter received from Reverend Dr. Richard Westley Clark of Bethel AME.

Ms. Smyth read the letter from Reverend Dr. Richard Westley Clark as follows:

Dear members of the Common Council Public Works Committee; the Reverend Dr. Westley Clark residing at 31 Merwin Street, Norwalk CT., and the Pastor of Bethel AME Church located at 19 Academy Street, Norwalk, CT. I write to inform you that I am in favor and strongly support the naming of the part of Water Street from the intersection of Raymond Street to the intersection of Concord Street to Fire Chief Anderson Drive.

Best Regards,

Reverend Dr. Richard Westley Clark

Mr. Tsrindes said if Ms. Anderson receives any other letters she can email them to him and he will have them added to the record.

PUBLIC INPUT

**PUBLIC INPUT (GUESTS AT COMMITTEE MEETINGS MAY SPEAK TO ANY ITEM ON THE AGENDA.
COMMENTS SHALL BE LIMITED TO NO MORE THAN THREE (3) MINUTES PER SPEAKER.**

There was no input from the public this evening.

NEW BUSINESS

1. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, OCTOBER 6, 2020.

Ms. Smyth said on page 11, paragraph one, change "Mr. Smyth" to "Ms. Smyth"

**** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, OCTOBER 6, 2020 AS AMENDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

2. APPROVE THE REQUEST FOR THE HONORARY NAMING OF THE PORTION OF WATER STREET FROM THE INTERSECTION OF RAYMOND STREET TO THE INTERSECTION OF CONCORD STREET TO FIRE CHIEF ANDERSON DRIVE.

Ms. Young said that she thinks this is an appropriate step for the city to take by naming the identified area after Chief Anderson. She said he has done a lot in the City of Norwalk and she understands that he is from Norwalk and thinks it is wonderful when we can honor and recognize the folks who have grown up here and given so much to their community. She said she is pleased that this is finally happening and it is a great honor for the Anderson family.

Mr. Tsirindes said it was difficult to have this come back for a technical correction but it was important because we do have to follow procedure and the committee has heard nothing but positive things about Fire Chief Anderson.

**** MR. KEEGAN MOVED TO APPROVE THE REQUEST FOR THE HONORARY NAMING OF THE PORTION OF WATER STREET FROM THE INTERSECTION OF RAYMOND STREET TO THE INTERSECTION OF CONCORD STREET TO FIRE CHIEF ANDERSON DRIVE.**

****THE MOTION PASSED UNANIMOUSLY.**

Mr. Tsirinides offered his congratulations to the family and said he hopes this provides some ease and pride to finally be able to see his name on the street for all of the accomplishments that Fire Chief Anderson had.

3. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF OCTOBER 13, 2020, ITEM VII.A.1 TO ADD ACCOUNTS DESIGNATED FOR STATE PROJECT 102-360 TRAFFIC SIGNAL UPGRADE AND INSTALLATION OF DYNAMIC MESSAGE SIGNS

ACCOUNT NO. 09 21 4021 5777 C0232

Mr. Tsirinides said the item was brought to the committee in October and this is just a technical correction to add accounts but there have been no other changes.

**** MS. SMYTH MOVED TO APPROVE THE TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF OCTOBER 13, 2020, ITEM VII.A.1 TO ADD ACCOUNTS DESIGNATED FOR STATE PROJECT 102-360 TRAFFIC SIGNAL UPGRADE AND INSTALLATION OF DYNAMIC MESSAGE SIGNS.
** THE MOTION PASSED UNANIMOUSLY**

4. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF MARCH 12, 2029, ITEM VII.C.4 TO ADD ACCOUNTS DESIGNATED FOR PROJECT PM2019-1 PAVEMENT MANAGEMENT PROGRAM.

**ACCOUNT NO. 09- 20 4021 5777 C0503
09 21 4021 5777 C0503**

**** MR. KEEGAN MOVED TO APPROVE THE TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF MARCH 12, 2029, ITEM VII.C.4 TO ADD ACCOUNTS DESIGNATED FOR PROJECT PM2019-1 PAVEMENT MANAGEMENT PROGRAM. .
** THE MOTION PASSED UNANIMOUSLY.**

INFORMATION/DISCUSSION

A. DISCUSSION

1. Project Status
 - a. Sediment Removal Contract Update
 - b. Dreamy Hollow Drainage System Improvement Update
 - c. Paving, Curbs and Sidewalks Construction Update
 - d. Food Scrap Collection (Compost) Program Update

B. Monthly Solid Waste Report-September 2020

Mr. Tsirinides said that all of the discussion items that are on the agenda will be discussed at the meeting of December 1, 2020 because tonight is election night. He said they will have more details on the paving, drainage and food scrap collection.

UPCOMING PROJECTS

ADJOURNMENT

**** MS. YOUNG MOVED TO ADJOURN
** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:15PM.

Respectfully submitted,

Dilene Byrd

Public Works Committee
2021 Meeting Dates
1st Tuesday of the Month

***Unless stated otherwise**

Tuesday	January 5, 2021	7:00pm	Video Conference
Tuesday	February 2, 2021	7:00pm	Video Conference
Tuesday	March 2, 2021	7:00pm	Video Conference
Tuesday	April 6, 2021	7:00pm	Video Conference
Tuesday	May 4, 2021	7:00pm	Video Conference
Tuesday	June 1, 2021	7:00pm	Video Conference
Tuesday	July 6, 2021	7:00pm	Video Conference
Tuesday	August 3, 2021	7:00pm	Video Conference
Tuesday	September 7, 2021	7:00pm	Video Conference
Tuesday	October 5, 2021	7:00pm	Video Conference
Tuesday	November 2, 2021	7:00pm	Video Conference
Tuesday	December 7, 2021	7:00pm	Video Conference

CITY OF NORWALK

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125

LAW DEPARTMENT

TELEPHONE
(203) 854-7750
FACSIMILE
(203) 854-7901



EXECUTIVE MEMORANDUM

From: Jessica Casey, Chief of Community and Economic Development
Steve Kleppin, Director of Planning & Zoning
Anthony Carr, Chief of Operations and Public Works
Vanessa Valadares, Principal Engineer

To: Members of the Common Council
Mayor Harry W. Rilling
Members of the Public Works Committee
Members of the Planning Commission
Members of the Parking Authority

Cc: Mario F. Coppola, Corporation Counsel
Darin L. Callahan, Assistant Corporation Counsel

Date: November 24, 2020

Re: Easements and Conveyance concerning Sono TOD, LLC Site Plan Approval for 1 Chestnut Street Development

Dear Members:

On November 1, 2018 the Zoning Commission approved a Site Plan for a private development project at what is now know as 1 Chestnut Street comprising of a mixed use development containing 122 Dwelling Units, 5,800 sq. ft. of retail space and 11,000 sq. ft. of office space within a 5-6 story building. A copy of the Site Plan approval is attached hereto as **Exhibit 1**. The developer is Sono TOD, LLC (the "Developer")

The Site Plan contemplates several land transactions between Developer and the City of Norwalk (the "City") described in full detail within the draft easements attached hereto as **Exhibits 2 and 3** and corresponding survey **Exhibits 4, 5 and 6**, and at a higher level as follows:

First, the Developer seeks to acquire from the City a vehicular ingress and egress easement over approximately 7,424 sq. ft.¹ of the City's property at 30 Monroe Street. The subject area is the entrance driveway to the train station parking lot at 30 Monroe Street from Monroe Street entrance and is more specifically described as Easement No. 1 in Exhibit 2 and depicted in the Developer's survey attached hereto as Exhibit 4. Easement No. 1 is an easement that coordinates part of the access to the second floor of the two tier parking garage approved as part of this development project and is coordinated with the next discussed easement.

Second, the Developer seeks to acquire from the City a ramp ingress and egress easement over approximately 759 sq. ft. of a small strip of land of 30 Monroe Street more specifically described as Easement No. 2 in Exhibit 2 and depicted in the Developer's survey attached hereto as Exhibit 5. Generally, Easement No. 1 and Easement No. 2 combined function as the vehicular access rights for the Developer between Monroe Street and the second floor of planned parking garage at 1 Chestnut Street.

Third, the Developer seeks to acquire from the City a sidewalk easement over approximately 2,129 sq. ft. plus 179 sq. ft. of a small strip of land of 30 Monroe more specifically described as Easement No. 3 in Exhibit 2 and depicted in the Developer's survey attached hereto as Exhibit 6. Generally, Easement No. 3 and the next described easement coordinate fluid pedestrian sidewalk traffic around three sides of the Developer's property at 1 Chestnut including where the property abuts Monroe Street and Chestnut Street.

Fourth, the City seeks to acquire from the Developer a sidewalk easement over approximately 656 sq. ft. plus 183 sq. ft. of land owned by the Developer at 1 Chestnut Street described in Exhibit 3 and depicted in the Developer's survey attached hereto as Exhibit 7. As discussed above, this easement and Easement No. 3 coordinate fluid pedestrian sidewalk traffic around three sides of the Developer's property at 1 Chestnut including where the property abuts Monroe Street and Chestnut Street.

Finally, the Site Plan contemplates the widening of the driveway entrance to 30 Monroe Street from Monroe Street to provide for two lanes of entrance onto Monroe Street from 30 Monroe Street parcel. As such, it was determined that the best approach was for the Developer to convey approximately 328 sq. ft. land of 1 Chestnut Street necessary to allow for the additional lane of traffic with the City conveying back to the Developer an easement as part of Easement No. 1 described above. The area to be acquired by the City is depicted in the Developer's survey attached hereto as Exhibit 8.

There are various improvements required to be performed by the Developer pursuant to the Site Plan approval within the aforementioned easement areas. These improvements are addressed within the draft easements attached hereto as Exhibits 2 and 3 as well. These improvements will be highlighted as part of the presentation of this proposed transaction during the public meetings.

The easement to be conveyed by the City to the Developer (i.e. Easement Nos. 1 through 3 discussed above) have been appraised by the City's Appraiser, Peter Vimini, MAI of Vimini

¹ The survey will be revised to include the 328 sq. ft. conveyance discussed below.

Valuation Associates, LLC on October 1, 2020 at **ONE HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS AND 00/100 CENTS (\$129,233.00)** which the Developer has agreed to pay.

The foregoing has been prepared in coordination with the Law Department over the past six (6) months.

The following approvals are being presented for your consideration:

- 3. Authorize the Mayor Harry W. Rilling to execute any and all documents necessary for the following transaction per the Joint Memorandum of Jessica Casey, Steve Kleppin, Anthony Carr, and Vanessa Valadares dated November 24, 2020:**
 - i. For the CITY OF NORWALK to convey the following easements to SONO TOD, LLC for consideration of ONE TWENTY-NINE THOUSAND TWO HUNDRED AND THIRTY-THREE DOLLARS AND 00/100 CENTS (\$129,233.00):**
 - (1) A driveway easement, approximately 7,424 sq. ft., as depicted in the Easement Map Depicting Proposed Driveway Easement Over Land of the CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C., revised to include the 328 sq. ft. of 1 Chestnut Street to first be conveyed from SONO TOD, LLC to the CITY OF NORWALK authorized in Agenda Item 3.iii;**
 - (2) A ramp easement, approximately 759 sq. ft., as depicted in the Easement Map Depicting Proposed Ramp Easement Over Land of the CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, , Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.;**
 - (3) A sidewalk easement, approximately 2,129 sq. ft. plus 179 sq. ft., as depicted in the Easement Map Depicting Proposed Sidewalk Easement Over Land Of The CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.; and**
 - ii. For SONO TOD, LLC to convey the following easement to CITY OF NORWALK for consideration of ONE DOLLAR (\$1.00): A sidewalk easement, approximately 656 sq. ft. plus 183 sq. ft., as depicted in the**

Easement Map Depicting Proposed Sidewalk Easement Granted To The CITY OF NORWALK, 30 Monroe Street, Over Land The Land Of SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.

- iii. For the CITY OF NORWALK to acquire fee simple title from SONO TOD, LLC, in and to approximately 328 sq. ft. of land of 1 Chestnut Street, as depicted in the Compilation Plan Depicting Conveyance Parcel To Be Conveyed To The CITY OF NORWALK by SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" – 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.**
- 4. 8-24 Referral – Department of Public Works – Conveyance of Easements Sono TOD, LLC over portions of 30 Monroe Street and Acquisition of Easement and Land from Sono TOD, LLC over portion of 1 Chestnut Street per the Joint Memorandum of Jessica Casey, Steve Kleppin, Anthony Carr, and Vanessa Valadares dated November 24, 2020, Report and Recommendations.**

EXHIBIT 1

*** RESOLUTION ***

BE IT RESOLVED that that request of SoNo TOD LLC and 24 Monroe St LLC, Site Plan application, 5-18SPR, to construct a mixed use development containing 122 dwelling units, 5,8000 sf of retail space and 11,000 sf of office space within a 5-6 story building, be approved, subject to the following conditions:

1. That the draft deed restriction as shown on a certain document entitled "SONO TOD, LLC DRAFT Affordability Plan" dated October, 2018, and related documents showing three (3) studio, five (5) one-bedroom and three (3) two-bedroom units, for a total of eleven (11) workforce housing units, shall run with the land in perpetuity and shall be submitted for Corporation Counsel review and then filed on the Norwalk Land Records prior to the issuance of a final Certificate of Zoning Compliance; and
2. That a lot consolidation survey be submitted for review by staff and then filed on the Norwalk Land Records prior to the issuance of a zoning permit; and
3. Per the Improvement Location Survey, prepared by William W. Seymour & Associates, P.C., dated 7/24/18, revised to 10/15/18, on file with the Planning & Zoning Department; and
4. Per engineering plans, SPL-1.0, SPL-2.0 – 2.3, SPL-3.0 – SPL-3.2, on file with the Planning & Zoning Department; and
5. Per photometric study prepared by SpecLines dated 9/25/18, on file with the Planning & Zoning Department; and
6. Per landscape plans prepared by Eric Rains Landscape Architecture dated 10/4/18, revised to 10/16/18, on file with the Planning & Zoning Department; and
7. Per the architectural plans A1.Z0 - A1.Z7, A2.01 - A2.04, A3.01 - A3.04, A5.01, A8.01, dated 7/12/18, prepared by Beinfield Architecture, on file with the Planning & Zoning Department; and
8. Per architectural renderings A0.60 - A0.62, open space/recreation area plan AO.70, workforce housing plan AO.71, F.A.R. plans AO.72 and pictorial material board AO.75, and
9. That prior to the issuance of a zoning permit, that final sign-off from the Norwalk Redevelopment Agency be obtained, indicating that the proposed project is consistent with the design guidelines set forth in the South Norwalk TOD Redevelopment Plan; and
10. Prior to obtaining a Zoning Permit, the applicant shall submit a revised drainage plan to the Department of Public Works for approval that results in no increase in the volume of runoff; or a surety, in the amount to be determined by staff, be submitted for the installation of a drainage system that results in no increase in the volume of runoff; and
11. A sign be posted at the exit indicating "no left turn" exiting 11 Chestnut Street "between the hours of 8:30-9:15 AM and 3:15-4:00PM".
12. That cutoff shields be installed on all lighting to prevent any stray light from being emitted off the property; and
13. That a mylar of the approved site plan (as revised by any conditions of approval) be filed on the Norwalk Land Records prior to the issuance of a zoning permit; and
14. That final CEAC signoffs shall be submitted prior to the start of construction; and
15. A surety in the amount to be determined by staff, to guarantee the installation and maintenance of the required erosion and sediment controls is submitted to this office, prior to the issuance of a Zoning Permit; and

16. That all soil and erosion controls shall be installed and maintained prior to the start of any construction or site work; that silt sacks be installed in all existing and proposed catch basins, and that additional controls be installed at the direction of the Commission's staff, as needed; and
17. A zoning permit and a building permit shall be obtained within one year of the effective date or this approval and prior to any work commencing on the site; and
18. That a Connecticut licensed engineer shall certify that all of the required improvements, including any required off-site improvements, were installed to City standards and that the development as constructed complies with all relevant Federal FEMA flood regulations and that such certification be submitted prior to the issuance of a Certificate of Zoning Compliance; and
19. That all proposed signage comply with the zoning regulations and that any graffiti on the site, now or in the future, be immediately removed; and
20. That within six months of the issuance of the Certificate of Zoning Compliance a follow-up traffic study be submitted to the Commission; and
21. That the storm water maintenance plan be implemented to ensure the maintenance of onsite drainage systems; and
22. That any and all HVAC units shall be located in conformance with the applicable zoning setbacks; and
23. That the hours of garbage pick-up be no earlier than 7:00 a.m. and no later than 7:00 p.m. and that any deliveries be no earlier than 8:00 a.m. and no later than 6:00 p.m.; and
24. That any sidewalks to be replaced provide a minimum 5' clearance from any obstruction; and
- 25.

BE IT FURTHER RESOLVED that this application complies with Section 118-506 B, SoNo Station Design District, and with the applicable sections of the Building Zone Regulations for the City of Norwalk.

BE IT FURTHER RESOLVED that the effective date of this action be November 16, 2018.

EXHIBIT 2

DECLARATION OF EASEMENTS

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that the CITY OF NORWALK, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Harry Rilling, its Mayor, duly authorized, (hereinafter the "Grantor"), for good and valuable consideration received to its full satisfaction from SONO TOD LLC, a limited liability company organized and existing under the laws of the State of Connecticut, with a place of business located at c/o Spinnaker Real Estate Partners LLC, 1 North Water Street, Suite 100, Norwalk, Connecticut, its successors and assigns, (hereinafter "Grantee") does hereby give, convey, grant, bargain, sell and confirm unto Grantee, its successors and assigns, certain easements and rights of way (the "Easements") as set forth herein over portions of the real property known as 30 Monroe Street, Norwalk, Connecticut (the "City Property"). Said Easements are more particularly depicted on a Map entitled "[_____]" which map is on file in the office of the Town Clerk of the City of Norwalk as Map No. _____ (the "Map"), a copy of which is attached hereto as Schedule A.

The parties agree that the Easement Areas are accurately and completely depicted on the above described Map.

1.0 Definitions.

1.1. "Approved Plans" means the Site Plan Approval for a mixed use development containing 122 Dwelling Units, 5,800 sq. ft. of retail space and 11,000 sq ft of office space within a 5-6 story building approved by the Zoning Commission on November 1, 2018, a copy of which is attached hereto as Exhibit 1, and any and all other applicable City Approvals and City Standards..

1.2. "City Approvals" means any approval, permit, certificate or authorization issued by or on behalf of the Grantor , or its Departments, Boards, Committees, Commission, and Common Council or other authority of the Grantor having jurisdiction over Grantee or the Sono Property including any building permit or certificate of occupancy.

1.3. "City Standards" means the construction standards of the Grantor set forth in the "Department of Public Works Roadway Standards May 1987 - Amended January 2017" and the Department of Public Works Standards Detail Drawings Dated March 10, 2017.

1.4. "Easement Areas" means collectively, Easement Area 1, Easement Area 2, and Easement Area 3.

1.5. "Easement Area 1" means the area identified in the Map as Easement No. 1, Driveway Easement.

1.6. "Easement Area 2" means the area identified in the Map as Easement No. 2, Ramp Easement.

1.7. "Easement Area 3" means the area identified in the Map as Easement No. 3, Sidewalk Easement.

1.8. "Effective Date" shall mean _____

1.9. "Improvements" means the following:

1.9.1. With respect to Easement Area 1, those road widening, milling, curbing and paving improvements identified in the Approved Plans which are located within the said easement area;

1.9.2. With respect to Easement Area 2, those parking garage ramp improvements identified in the Approved Plans which are located within said easement area; and

1.9.3. With respect to Easement Area 3, those sidewalk and landscaping improvements identified in the Approved Plans which are located within said easement area.

1.10. "Parties" means both the Grantor and Grantee.

1.11. "Project" means the proposed development reflected in Site Plan Approval attached hereto as Exhibit 1R.

1.12. "Sono Property" means the real property know as 1 Chestnut Street, Norwalk, Connecticut.

2.0. Easements.

2.1. Easement No. 1. Driveway Easement

Subject to the terms set forth herein, the Grantor does hereby give, convey, grant, bargain, sell and confirm unto (a) Grantee, and its employees, contractors, and subcontractors a temporary non-exclusive easement over Easement Area 1 consisting of approximately [REDACTED] ± square feet for the purpose of installing and constructing the Improvements within said Easement No.1, and (b) Grantee, and its employees, tenants, licenses and invitees a permanent non-exclusive easement over said Easement Area 1 for vehicular ingress, egress and use to access the parking garage of the Sono Property.

2.2. Easement No. 2. Ramp Easement

Subject to the terms set forth herein, the Grantor does hereby give, convey, grant, bargain, sell and confirm unto (a) Grantee, and its employees, contractors, and subcontractors a permanent non-exclusive easement over Easement Area 2 consisting of approximately [REDACTED] ± square feet for the purpose of installing, constructing, maintaining, repairing and replacing the Improvements within said Easement No. 2, and (b) Grantee, and its employees, tenants, licenses

and invitees a permanent exclusive easement over said Easement Area 2 for vehicular ingress, egress and use to access the second floor garage of the Sono Property, and for temporary non-exclusive passage on and over the sidewalk improvements thereon.

2.3. Easement No. 3. Sidewalk/Landscaping Easement

Subject to the terms set forth herein, the Grantor does hereby give, convey, grant, bargain, sell and confirm unto (a) Grantee and its employees, contractors, and subcontractors a permanent non-exclusive easement over Easement Area 3 consisting of approximately [REDACTED] ± square feet for the purpose of installing, constructing, maintaining, repairing and replacing the Improvements within said Easement No. 3, and (b) Grantee, and its employees, tenants, licensees and invitees a permanent non-exclusive easement over said Easement Area 3 for temporary passage on and over the sidewalk improvements thereon.

3.0. Termination.

The Easements granted herein shall terminate and become null and void in the event that the Grantee has not been issued (a) a temporary Certificate of Occupancy by the Grantor's Chief Building Official for the entire Project by June 30, 2022 and (b) a permanent Certificate of Occupancy for the entire Project upon the earlier of (i) a commercially reasonable time after a temporary Certificate of Occupancy for the entire Project has been issued, or (ii) June 30, 2023.

4.0. General Provision.

The Parties, on behalf of themselves, and their respective successors and assigns, covenant and agree as follows:

4.1. The Grantee shall comply with all provisions of municipal law, state and federal laws and regulations in the exercise of the rights herein granted and shall install and construct the Improvements located in the Easement Areas in accordance with the Approved Plans and applicable City Approvals and City Standards.

4.2. Except as provided herein, the Grantee, at its sole cost and expense, shall be responsible for installing, constructing, maintaining, repairing and replacing the Improvements located within the Easement Areas, and keeping and maintaining said Improvements in clean and good repair safe for public passage. The Grantor shall be responsible for maintaining and repairing the Improvements located within Easement No. 1 at its sole cost and expense.

4.3. During installation and construction of the Improvements located within the Easement Areas, the Grantee shall, at all times, be responsible for maintaining safe conditions for the protection of pedestrian and vehicular traffic and for ensuring the safety of the public in, on and around the Easement Areas. The Grantee shall be entitled to install protective fencing and implement other similar safety measures it deems necessary and appropriate in carrying out this duty upon consent of the Grantee which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Easement Areas shall be kept open to the public for pedestrian and vehicular traffic except for reasonable intermittent periods necessary to complete

the Improvements. The Grantee shall use its best efforts to limit the scope and time periods of closure or other obstructions to pedestrian and/or vehicular traffic, and shall provide prior written notice to the Grantor's Chief Operations and Public Works and the Chief of Police at least seven (7) business days prior to any closure. Grantor may require the posting of signs and reasonable publicity to inform the public of any closures or obstructions, including notices in newspapers with substantial circulation in the City of Norwalk and posting on relevant websites. The Grantee shall coordinate all of its construction and other activities with the Grantor in advance so as to minimize any interference with the ongoing use of the 30 Monroe Street and, to the extent applicable, the public's right of passage throughout the Easement Areas.

4.4. Except for the Improvements, upon completion of the installation and construction of the Improvements located in the Easement Areas or upon termination of this Declaration of Easements, the Easement Areas shall be restored substantially to the same condition said area was in prior to the exercise of the easement rights granted herein at the Grantee's sole cost and expense unless otherwise directed by the Grantor.

4.5. Grantee hereby expressly agrees to at all times indemnify, defend and save harmless the Grantor, and its respective officers, agents and employees, on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Losses") directly or indirectly arising out of, related to or in connection with any actions or omissions hereunder by the Grantee in connection with this Declaration of Easements, or that of its employees, agents, engineers, contractors, subcontractors, material suppliers, or anyone directly or indirectly employed by or on behalf of the Grantee, except to the extent such Losses are attributable to the Grantor's negligence. The Grantee shall and does hereby assume and agree to pay for the defense of all such Losses. The provisions of this paragraph shall be separate and independent of any other provision or requirement of this Declaration of Easements and shall not be limited by reason of any insurance coverage provided hereunder. This provision shall survive the expiration or termination of any easement or easement rights hereunder.

4.6. Throughout the term of the Easements granted hereunder, Grantee shall, and shall cause its general contractor and material subcontractors working within the Easement Areas to, obtain and maintain the insurance required by the Insurance Rider attached hereto as Schedule B. Such insurance requirements may be reasonably amended from time to time by the Grantor. All required insurance shall be provided at the Grantee's sole cost and expense with evidence of same being given to the Grantor's Corporation Counsel for its approval.

4.7. Except for exclusive easement rights expressly granted herein, the Improvements within the Easement Areas shall at all times be open and made available by the Grantee for use by the general public in perpetuity with rights in the general public to pass and repass over such area as fully as though such area were part of a public right-of-way.

4.8. The Grantor may install and maintain within the Easement Areas any reasonably necessary traffic signalization and signage for public safety provided that Grantor makes reasonable efforts to avoid unreasonably interfering with Grantee's rights hereunder. Any such installation shall be subject to the appropriate City Approvals and any maintenance work shall be at Grantor's sole cost and expense.

4.9. The Grantee and any future holder of any interest in the Easement Areas shall cause any ground lease, grant, or any other transfer of any interest in the Easement Areas to include a provision expressly requiring the lessee, grantee or transferee to comply with the terms of this Easement.

4.10. If required by Grantee's Mortgagee, the Grantor agrees, upon the written request of the Grantee and within a reasonable time thereof (not to exceed 15 days), to confirm to the best of the knowledge of the Grantor that the Grantee is in compliance with all covenants and agreements binding upon the Grantee under this Declaration of Easements, provided such is the case.

4.11. Any notices given pursuant to this Declaration of Easements shall be in writing and shall be deemed to have been properly given when served personally, one (1) business day after sending by overnight delivery using a nationally recognized courier, or three (3) business days after sending by United States registered or certified mail, postage prepaid. Addressed as follows:

To the City: Director of the Department of Public Works
 P.O. Box 5125
 125 East Avenue
 Norwalk, CT 06856

With a copy to: Corporation Counsel, City of Norwalk
 P.O. Box 798
 125 East Avenue
 Norwalk, CT 06856

To Sono: Sono Tod LLC
 c/o Spinnaker Real Estate Partners LLC
 1 North Water Street
 Suite 100
 Norwalk, CT 06854

4.12. The section, subsection, paragraph and/or other headings of this Declaration of Easements are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof. The word "include" or "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

4.13. Any provision in this Declaration of Easements that is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The failure by either Party to enforce against the other any term or provision of this Declaration of Easements shall not be deemed to be a waiver of such Party's right to enforce against the other Party by the same or any other such term or provision in the future.

TO HAVE AND TO HOLD the above granted temporary and permanent easements and right of way and the rights and privileges hereinbefore described to the City and Sono, and their successors and assigns.

IN WITNESS WHEREOF, the City of Norwalk has caused these presents to be signed and its seals affixed this _____ day of _____, 2020.

CITY OF NORWALK

Witnesses:

By: _____
Harry Rilling
Its Mayor
Duly Authorized

SONO TOD LLC

Witnesses:

By: _____

SCHEDULE A

Map

SCHEDULE B

Insurance Rider

EXHIBIT 3

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that **SONO TOD, LLC**, a Connecticut limited liability company with an address of 1 North Water Street, Suite 100, in the City of Norwalk, County of Fairfield and State of Connecticut (hereinafter referred to as the Grantor) for good and valuable consideration received to its full satisfaction of the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, (hereinafter the Grantee), does hereby give, grant, bargain, sell and confirm unto the said **CITY OF NORWALK**, its successors and assigns, the following permanent non-exclusive sidewalk easement over, under, through and upon a certain parcel of land located in the City of Norwalk, County of Fairfield and State of Connecticut, which parcel of land is more particularly described in Exhibit A attached hereto and incorporated herein, and is depicted and designated as follows:

ALL THAT CERTAIN piece, parcel, or tract of land situated in the City of Norwalk, County of Fairfield and State of Connecticut consisting of _____ square feet, more or less, as more particularly shown on that certain map entitled, "_____", which map is on file in Office of the Town of Norwalk as Map No. _____ (the Subject Property).

SAID PERMANENT SIDEWALK EASEMENT square feet is shown and designated on the map above described, reference to which is hereby made and had for a more particular description of said Easement (the Easement Area).

The parties agree that the area of the Easement and the Subject Property are accurately and completely depicted on the above-described survey map.

The Grantor hereby represents that it is well seized of the Subject Property by virtue of good and legal title.

The non-exclusive right to the Easement Area is conveyed subject to the following conditions:

1. A public sidewalk will be constructed in the Easement Area by the Grantor at its sole cost and expense in compliance with prevailing municipal standards and requirements and shall be made available at all times for use by the general public in perpetuity with rights in the general public to pass and repass over such area.

2. The Grantee may install and maintain on the Easement Area and maintain throughout its existence any reasonably necessary traffic signalization and signage for public safety. Such installation and maintenance work shall be at Grantee's sole cost and expense.

3. The Grantor, at its sole cost and expense, shall have the obligation and responsibility of repairing and maintaining the Easement Area in a commercially reasonable manner so that the same is safe for public passage. Such responsibility shall include, without limitation, the removal of all debris, ice and snow, in accordance with Chapter 95 of the Norwalk Code.

4. Grantor shall not do or permit anything to be done on the Subject Property that will to any extent materially adversely impact or endanger the integrity of the sidewalk in the Easement Area.

5. Grantor and any future holder of any interest in the Subject Property shall cause any lease, grant, or any other transfer of any interest in the Subject Property to include a provision expressly requiring the ground lessee, grantee or transferee to comply with the terms of this Easement. The failure to include such provision shall not adversely affect the validity or applicability to the Subject Property of this grant of Easement.

6. Grantor hereby expressly agrees to at all times indemnify, defend and save harmless the Grantee, and its respective officers, agents and employees, on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Losses") directly or indirectly arising out of, related to or in connection with any actions or omissions hereunder by the Grantor, its employees, agents, engineers, contractors, subcontractors, material suppliers, or anyone directly or indirectly employed by or on behalf of the Grantee, except to the extent such Losses are attributable to the Grantor's negligence.

6. If any court of competent jurisdiction determines that any provision of this grant of Easement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case the remaining provisions of this instrument shall remain in full force and effect.

All of the terms, covenants and conditions of this grant of easement shall run with the land and be binding on the Grantor, the Grantor's successors and assigns, and each owner and any other party entitled to possession or use of the Subject Property during such period of ownership or possession.

TO HAVE AND TO HOLD the above granted rights of way and Easement and the rights and privileges hereinbefore described to the said **CITY OF NORWALK**, its successors and assigns forever.

Witnesses' signatures:

SONO TOD, LLC

By: Clayton Fowler
Its Manager
Duly Authorized

STATE OF CONNECTICUT)
)ss.
COUNTY OF FAIRFIELD)

_____, 2020

Personally appeared Clayton Fowler, who acknowledged himself to be the Manager of Sono TOD, LLC, a limited liability company, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Sono TOD, LLC, by himself as Manager, before me.

Notary Public
Commission Expires: _____

EXHIBIT 4

EXHIBIT 5

EXHIBIT 6

EXHIBIT 7

EXHIBIT 8

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Quote Number: 201116008

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2020	Escape SE AWD (U9G)	\$ 23,385.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

Option Code	Description	List Price
1 YZ	Oxford White	\$ -
2 4H	Cloth Seats - Ebony	\$ -
3 996	1.5L Engine	\$ -
4 448	Eight speed automatic transmission	\$ -
5 50B	Floor Liners	\$ 200.00
6 51Q	Mini Spare	\$ 110.00
7 63C	Splash Guards	\$ 210.00
8 STD	One (1) Spare Key	\$ -
9 PRI	2021 MY	\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
14		\$ -
15		\$ -
Total Options per Contract Price (list price)		\$ 520.00
Total Factory Options Discount (6%)		\$ (31.20)
Total Options per Contract Price (net price)		\$ 488.80

Cipriano, Monique

From: Yeosock, Mike
Sent: Friday, November 20, 2020 4:20 PM
To: Cipriano, Monique
Cc: Carr, Anthony; Valadares, Vanessa
Subject: RE: December agenda
Attachments: 20201120154917783.pdf

Mo,

Could you please add the following items to the December DPW agenda.

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Deering Construction, Inc for State Project 102-350 Norwalk River Valley Trail – Phase 2 Federal Aid Project No. PEDS(222) for an amount not to exceed \$2,924,135.11.

Account No: Federal TA Grant
4021- C0407
4021- C0234
3750- C0777

Authorize the Chief of Operations and Public Works to execute orders on the contract with Deering Construction, Inc. for State Project 102-350 Norwalk River Valley Trail – Phase 2 Federal Aid Project No. PEDS(222) for an amount not to exceed \$292,413.50.

Account No.: Federal TA Grant
4021-C0407
4021-C0234
3750-C0777

Anthony/Vanessa –An fyi – I’m checking with the consultant to see if there is a much more cost effective substitute for the pedestrian as it came in much higher than estimated. As a result, I’m not sure what CT DOT will be willing to reimburse for orders on contract. I’m wondering if we should change the wording for orders on contract. Any thoughts?

Regards,
Mike

Michael M. Yeosock, PE, DWre, GISP, EnvSP, STP, CVP
Assistant Director of Transportation
Norwalk, CT Department of Transportation, Mobility and Parking
125 East Avenue
Norwalk, CT 06851
203-854-7844
myeosock@norwalkct.org

5a & 5b

BID SHEET

PROJECT: 102-350 Norwalk River Valley Trail – Phase 2

DATE: Thursday, November 19, 2020 AT 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
Deering Construction, Inc. 20 Sheehan Avenue Norwalk, CT 06854	\$2,924,135.11	15% - Travelers Casualty
Guerrera Construction Company, Inc. 154 Christian Street Oxford, CT 06478	\$3,034,949.00	15% - Fidelity and Deposit
The Grasso Companies, LLC 485 Pepper Street Monroe, CT 06468	\$3,063,791.55	15% - Argonaut Insurance
C.J Fucci, Inc. 63 Russell Street New Haven, CT 06513	\$3,096,196.50	15% - Travelers Casualty
Waters Construction Co., Inc. 300 Bostwick Avenue Bridgeport, CT 06605	\$3,265,609.50	15% - Travelers Casualty
FGB Construction, Inc. 158 Bouton Street Norwalk, CT 06854	\$3,293,358.55	15% - Westfield Insurance
Lawrence Brunoli, Inc. 11 Eastview Drive Farmington, CT 06032n	\$3,307,000.00	15% - Argonaut Insurance
Gerber Construction, Inc. 1 Nutmeg Drivety Ellington, CT 06029	\$3,377,948.48	15% - Travelers Casualty

LaRosa Earth Group, LLC 163 Research Parkway Meriden, CT 06450	\$3,414,081.56	15% - Travelers Casualty
B & W Paving & Landscaping, LLC 70 Foster Road Waterford, CT 06385	\$3,742,423.00	15%-AspenAmericanInsurance
Loureiro Contractors, Inc. 100 Northwest Drive Plainville, CT 06062	\$3,756,346.00	15% - Lexon Insurance
McNamee Construction Corp. 154 Route 202, PO Box 182 Lincolndale, NY 10540	\$4,645,171.00	15% - Hudson Insurance

Project Number: 102-350

Project Name: NORWALK RIVER VALLEY TRAIL - PHASE 2

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001	CLEARING AND GRUBBING	1.00	LS	\$220,000.00	\$220,000.00	\$125,000.00	\$125,000.00	\$170,000.00	\$170,000.00	\$130,303.96	\$130,303.96
0202000	EARTH EXCAVATION	1155.00	CY	\$20.00	\$23,100.00	\$16.00	\$18,480.00	\$20.00	\$23,100.00	\$21.73	\$25,098.15
0202100	ROCK EXCAVATION	788.00	CY	\$55.00	\$43,340.00	\$50.00	\$39,400.00	\$70.00	\$55,160.00	\$81.19	\$63,977.72
0202451 A	TEST PIT EXCAVATION	32.00	CY	\$50.00	\$1,600.00	\$250.00	\$8,000.00	\$75.00	\$2,400.00	\$182.15	\$5,828.80
0202503	REMOVAL OF CONCRETE CURBING	79.00	LF	\$10.00	\$790.00	\$7.00	\$553.00	\$8.00	\$632.00	\$11.18	\$883.22
0202529	CUT BITUMINOUS CONCRETE PAVEMENT	399.00	LF	\$2.50	\$997.50	\$2.00	\$798.00	\$1.00	\$399.00	\$6.27	\$2,501.73
0204001	COFFERDAM AND DEWATERING	105.00	LF	\$10.00	\$1,050.00	\$950.00	\$99,750.00	\$165.00	\$17,325.00	\$384.44	\$40,366.20
0207000	BORROW	3938.00	CY	\$22.00	\$86,636.00	\$21.00	\$82,698.00	\$25.00	\$98,450.00	\$18.69	\$73,601.22
0209001	FORMATION OF SUBGRADE	6500.00	SY	\$2.25	\$14,625.00	\$3.00	\$19,500.00	\$1.65	\$10,725.00	\$3.30	\$21,450.00
0212000	SUBBASE	1470.00	CY	\$40.00	\$58,800.00	\$38.00	\$55,860.00	\$37.00	\$54,390.00	\$35.94	\$52,831.80
0213100	GRANULAR FILL	189.00	CY	\$40.00	\$7,560.00	\$51.00	\$9,639.00	\$48.00	\$9,072.00	\$54.93	\$10,381.77
0216000	PERVIOUS STRUCTURE BACKFILL	37.00	CY	\$60.00	\$2,220.00	\$72.00	\$2,664.00	\$45.00	\$1,665.00	\$68.33	\$2,528.21
0219001	SEDIMENTATION CONTROL SYSTEM	4988.00	LF	\$7.00	\$34,916.00	\$3.00	\$14,964.00	\$2.50	\$12,470.00	\$3.13	\$15,612.44
0219011	SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN	7.00	EA	\$150.00	\$1,050.00	\$125.00	\$875.00	\$100.00	\$700.00	\$181.22	\$1,268.54
0304002	PROCESSED AGGREGATE BASE	1103.00	CY	\$64.00	\$70,592.00	\$42.00	\$46,326.00	\$38.00	\$41,914.00	\$67.43	\$74,375.29
0406170	HMA SUPERPAVE 1.0" (25.4) LEVEL 2	21.00	TON	\$250.00	\$5,250.00	\$190.00	\$3,990.00	\$155.00	\$3,255.00	\$104.76	\$2,199.96
0406171	HMA SUPERPAVE 0.5" (12.5) LEVEL 2	16.00	TON	\$250.00	\$4,000.00	\$220.00	\$3,520.00	\$160.00	\$2,560.00	\$104.26	\$1,668.16
0406172	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	735.00	TON	\$115.00	\$84,525.00	\$125.00	\$91,875.00	\$119.00	\$87,465.00	\$143.93	\$105,788.55
0406173	HMA SUPERPAVE 0.25" (9.5) LEVEL 2 SURFACE	410.00	TON	\$115.00	\$47,150.00	\$140.00	\$57,400.00	\$120.00	\$49,200.00	\$172.90	\$70,885.00
0406236	MATERIAL FOR TACK COAT	331.00	GALLON	\$0.01	\$3.31	\$10.00	\$3,310.00	\$5.00	\$1,655.00	\$11.09	\$3,670.79
0507781	RESET MANHOLE	2.00	EA	\$600.00	\$1,200.00	\$700.00	\$1,400.00	\$400.00	\$800.00	\$882.09	\$1,764.18
0521014	STEEL-LAMINATED ELASTOMETRIC BEARINGS	4.00	EA	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00
0586760	TYPE 'C-U' CATCH BASIN TOP	1.00	EA	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$465.00	\$465.00	\$1,000.00	\$1,000.00
0601000	CLASS "A" CONCRETE	26.00	CY	\$1,500.00	\$39,000.00	\$920.00	\$23,920.00	\$575.00	\$14,950.00	\$955.24	\$24,316.24

Project Number: 102-350

Project Name: NORWALK RIVER VALLEY TRAIL - PHASE 2

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0601201	CLASS 1F" CONCRETE	1.00	CY	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,320.00	\$1,320.00	\$1,051.88	\$1,051.88
0601651 A	RETAINING WALL (SITE NO. 1)	1.00	LS	\$95,000.00	\$95,000.00	\$76,000.00	\$76,000.00	\$115,000.00	\$115,000.00	\$129,000.00	\$129,000.00
0601652 A	RETAINING WALL (SITE NO. 2)	1.00	LS	\$250,000.00	\$250,000.00	\$190,000.00	\$190,000.00	\$210,000.00	\$210,000.00	\$265,000.00	\$265,000.00
0601993 A	PRECAST CONCRETE DECK	1.00	LS	\$234,000.00	\$234,000.00	\$240,000.00	\$240,000.00	\$500,000.00	\$500,000.00	\$156,000.00	\$156,000.00
0602006	DEFORMED STEEL BARS- EPOXY COATED	2625.00	LBS	\$2.20	\$5,775.00	\$5.00	\$13,125.00	\$2.15	\$5,643.75	\$2.47	\$6,483.75
0603061 A	STRUCTURAL STEEL (SITE NO. 1)	1.00	LS	\$250,000.00	\$250,000.00	\$230,000.00	\$230,000.00	\$120,000.00	\$120,000.00	\$160,000.00	\$160,000.00
0703011	INTERMEDIATE RIPRAP	2.00	CY	\$100.00	\$200.00	\$200.00	\$400.00	\$270.00	\$540.00	\$150.00	\$300.00
0703012	MODIFIED RIPRAP	152.00	CY	\$85.00	\$12,920.00	\$86.00	\$13,072.00	\$90.00	\$13,680.00	\$74.13	\$11,267.76
0706001	MICROPILES	28.00	EA	\$5,580.00	\$156,240.00	\$8,800.00	\$246,400.00	\$6,000.00	\$168,000.00	\$6,000.00	\$168,000.00
0706002	VERIFICATION TEST FOR MICROPILES	1.00	EA	\$21,450.00	\$21,450.00	\$19,000.00	\$19,000.00	\$21,450.00	\$21,450.00	\$25,000.00	\$25,000.00
0706003	PROOF TEST FOR MICROPILES	4.00	EA	\$3,850.00	\$15,400.00	\$4,500.00	\$18,000.00	\$3,850.00	\$15,400.00	\$12,000.00	\$48,000.00
0706004	MICROPILE LENGTH ADJUSTMENT	95.00	LF	\$60.00	\$5,700.00	\$68.00	\$6,460.00	\$55.00	\$3,325.00	\$100.00	\$9,500.00
0811001	CONCRETE CURBING	634.00	LF	\$36.00	\$22,824.00	\$40.00	\$25,360.00	\$22.00	\$13,948.00	\$15.06	\$9,548.04
0815001	BITUMINOUS CONCRETE LIP CURBING	315.00	LF	\$6.50	\$2,047.50	\$6.00	\$1,890.00	\$6.00	\$1,890.00	\$22.48	\$7,081.20
0901005 A	BOLLARD	2.00	EA	\$2,500.00	\$5,000.00	\$1,600.00	\$3,200.00	\$700.00	\$1,400.00	\$1,168.01	\$2,336.02
0910023	R-B TERMINAL SECTION	5.00	EA	\$2,475.00	\$12,375.00	\$2,300.00	\$11,500.00	\$85.00	\$425.00	\$2,435.78	\$12,178.90
0910173	R-B 350 BRIDGE ATTACHMENT- VERTICAL SHAPED PARAPET	1.00	EA	\$2,750.00	\$2,750.00	\$2,600.00	\$2,600.00	\$2,750.00	\$2,750.00	\$3,250.00	\$3,250.00
0910300	METAL BEAM RAIL (R-B MASH)	35.00	LF	\$33.00	\$1,155.00	\$31.00	\$1,085.00	\$25.00	\$875.00	\$22.00	\$770.00
0912503	REMOVE BRIDGE RAIL (TYPE R-1)	58.00	LF	\$27.50	\$1,595.00	\$26.00	\$1,508.00	\$7.00	\$406.00	\$10.00	\$580.00
0912605	RESET METAL BEAM RAIL (TYPE R-B 350)	14.00	LF	\$33.00	\$462.00	\$31.00	\$434.00	\$20.00	\$280.00	\$20.00	\$280.00
0913000	REMOVE CHAIN LINK FENCE	289.00	LF	\$5.50	\$1,589.50	\$5.00	\$1,445.00	\$3.50	\$1,011.50	\$6.97	\$2,014.33
0913003	4" POLYVINYL CHLORIDE CHAIN LINK FENCE - BLACK	3318.00	LF	\$38.50	\$127,743.00	\$36.00	\$119,448.00	\$33.00	\$109,494.00	\$28.00	\$92,904.00
0913023	6" POLYVINYL CHLORIDE CHAIN LINK FENCE	641.00	LF	\$44.00	\$28,204.00	\$42.00	\$26,922.00	\$40.00	\$25,640.00	\$30.00	\$19,230.00

Project Number: 102-350

Project Name: NORWALK RIVER VALLEY TRAIL - PHASE 2

Item	Description	Quantity	Unit	Apparent Low Bidder			Second Bidder			Third Bidder			Engineer's Estimate	
				Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount
0913907	26' CHAIN LINK DOUBLE GATE 6' HIGH	1.00	EA	\$2,860.00	\$2,860.00		\$2,700.00	\$2,700.00		\$3,700.00	\$3,700.00		\$3,075.00	\$3,075.00
0914040 A	PEDESTRIAN RAILING	756.00	LF	\$649.00	\$490,644.00		\$600.00	\$453,600.00		\$770.00	\$582,120.00		\$110.00	\$83,160.00
0921001	CONCRETE SIDEWALK	1092.00	SF	\$8.50	\$9,282.00		\$12.00	\$13,104.00		\$7.00	\$7,644.00		\$10.42	\$11,378.64
0921005	CONCRETE SIDEWALK RAMP	431.00	SF	\$10.00	\$4,310.00		\$20.00	\$8,620.00		\$8.00	\$3,448.00		\$13.93	\$6,003.83
0921022 A	STONEDUST PATHWAY	1407.00	SF	\$2.15	\$3,025.05		\$2.00	\$2,814.00		\$2.00	\$2,814.00		\$3.82	\$5,374.74
0921039	DETECTABLE WARNING STRIP	7.00	EA	\$130.00	\$910.00		\$200.00	\$1,400.00		\$210.00	\$1,470.00		\$188.68	\$1,320.76
0922500	BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL)	74.00	SY	\$75.00	\$5,550.00		\$56.00	\$4,144.00		\$50.00	\$3,700.00		\$77.40	\$5,727.60
0944000	FURNISHING AND PLACING TOPSOIL	9765.00	SY	\$5.00	\$48,825.00		\$9.00	\$87,885.00		\$7.00	\$68,355.00		\$7.73	\$75,483.45
0947207 A	BICYCLE PARKING RACK	2.00	EA	\$600.00	\$1,200.00		\$1,500.00	\$3,000.00		\$365.00	\$730.00		\$500.00	\$1,000.00
0949407	RHUS AROMATICA FRAGRANT SUMAC 12"-15" HT B.R.	4.00	EA	\$160.00	\$640.00		\$105.00	\$420.00		\$72.00	\$288.00		\$600.00	\$2,400.00
0949497	MYRICA PENNSYLVANICA NORTHERN BAYBERRY 24"- 30" HT. B.B.	4.00	EA	\$160.00	\$640.00		\$105.00	\$420.00		\$110.00	\$440.00		\$100.00	\$400.00
0949769	ACER RUBRUM "OCTOBER GLORY" OCTOBER GLORY RED MAPLE, 4.5"-5" CAL. B.B.	4.00	EA	\$2,000.00	\$8,000.00		\$790.00	\$3,160.00		\$475.00	\$1,900.00		\$1,000.00	\$4,000.00
0950019 A	TURF ESTABLISHMENT - LAWN	2730.00	SY	\$3.00	\$8,190.00		\$2.00	\$5,460.00		\$1.00	\$2,730.00		\$1.56	\$4,258.80
0950029 A	TURF ESTABLISHMENT - NEW ENGLAND MIX	7035.00	SY	\$3.00	\$21,105.00		\$2.00	\$14,070.00		\$1.30	\$9,145.50		\$2.50	\$17,587.50
0950039	EROSION CONTROL MATTING TYPE D	47.00	SY	\$12.00	\$564.00		\$10.00	\$470.00		\$1.30	\$61.10		\$4.56	\$214.32
0969070 A	CONSTRUCTION FIELD OFFICE FURNISHINGS AND EQUIPMENT	7.00	MO	\$1.00	\$7.00		\$4,800.00	\$33,600.00		\$125.00	\$875.00		\$707.73	\$4,954.11
0970006	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	100000.00	ALLOW	\$1.00	\$100,000.00		\$1.00	\$100,000.00		\$1.00	\$100,000.00		\$1.00	\$100,000.00
0970007	TRAFFICPERSON (UNIFORMED FLAGGER)	40.00	HRS	\$55.00	\$2,200.00		\$54.00	\$2,160.00		\$50.00	\$2,000.00		\$52.08	\$2,083.20
0971001 A	MAINTENANCE AND PROTECTION OF TRAFFIC	1.00	LS	\$45,000.00	\$45,000.00		\$50,000.00	\$50,000.00		\$15,000.00	\$15,000.00		\$43,434.65	\$43,434.65
0975004	MOBILIZATION AND PROJECT CLOSEOUT	1.00	LS	\$25,000.00	\$25,000.00		\$175,000.00	\$175,000.00		\$145,000.00	\$145,000.00		\$141,162.63	\$141,162.63
0977001	TRAFFIC CONES	100.00	EA	\$31.50	\$3,150.00		\$10.00	\$1,000.00		\$35.00	\$3,500.00		\$17.62	\$1,762.00

Project Number: 102-350

Project Name: NORWALK RIVER VALLEY TRAIL - PHASE 2

Item Number	Description	Apparent Low Bidder			Second Bidder			Third Bidder			Engineer's Estimate	
		Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Amount
0978002	TRAFFIC DRUMS	100.00	EA	\$95.00	\$9,500.00	\$90.00	\$9,000.00	\$55.00	\$5,500.00	\$69.34	\$6,934.00	
0980001	CONSTRUCTION STAKING	1.00	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$21,717.33	\$21,717.33	
0992090 A	BENCH	3.00	EA	\$1,800.00	\$5,400.00	\$1,400.00	\$4,200.00	\$2,400.00	\$7,200.00	\$2,319.16	\$6,957.48	
0992103 A	TRASH RECEPTACLE	1.00	EA	\$2,700.00	\$2,700.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	
1206023 A	REMOVAL AND RELOCATION OF EXISTING SIGNS	1.00	LS	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	
1208931 A	SIGN FACE-SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)	7.00	SF	\$132.00	\$924.00	\$125.00	\$875.00	\$45.00	\$315.00	\$48.27	\$337.89	
1208932 A	SIGN FACE - SHEET ALUMINUM (TYPE IV RETROREFLECTIVE SHEETING)	89.00	SF	\$132.00	\$11,748.00	\$125.00	\$11,125.00	\$50.00	\$4,450.00	\$50.14	\$4,462.46	
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	383.00	LF	\$1.35	\$517.05	\$2.50	\$957.50	\$1.35	\$517.05	\$0.39	\$149.37	
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	399.00	LF	\$1.35	\$538.65	\$2.50	\$997.50	\$1.35	\$538.65	\$0.81	\$323.19	
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	693.00	SF	\$4.15	\$2,875.95	\$4.00	\$2,772.00	\$4.00	\$2,772.00	\$3.87	\$2,681.91	
1211001	REMOVAL OF PAVEMENT MARKINGS	368.00	SF	\$2.20	\$809.60	\$3.00	\$1,104.00	\$2.25	\$828.00	\$1.24	\$456.32	
1220027	CONSTRUCTION SIGNS	252.00	SF	\$30.00	\$7,560.00	\$10.00	\$2,520.00	\$35.00	\$8,820.00	\$20.72	\$5,221.44	
1403505 A	REBUILD MANHOLE (SANITARY SEWER)	2.00	EA	\$3,350.00	\$6,700.00	\$5,000.00	\$10,000.00	\$3,250.00	\$6,500.00	\$3,319.13	\$6,638.26	
1803070 A	TYPE B IMPACT ATTENUATION SYSTEM (FLARED)	1.00	EA	\$3,850.00	\$3,850.00	\$4,000.00	\$4,000.00	\$5,200.00	\$5,200.00	\$4,941.63	\$4,941.63	
58600110	TYPE 'C' CATCH BASIN - 0' - 10' DEEP	1.00	EA	\$3,500.00	\$3,500.00	\$3,700.00	\$3,700.00	\$2,600.00	\$2,600.00	\$4,000.00	\$4,000.00	
58604010	TYPE 'C-L' CATCH BASIN - 0' - 10' DEEP	2.00	EA	\$3,500.00	\$7,000.00	\$3,700.00	\$7,400.00	\$2,600.00	\$5,200.00	\$4,000.00	\$8,000.00	
68600012	12" R.C. PIPE - 0' - 10' DEEP	100.00	LF	\$80.00	\$8,000.00	\$65.00	\$6,500.00	\$55.00	\$5,500.00	\$90.00	\$9,000.00	
68600015	15" RC PIPE - 0' - 10' DEEP	65.00	LF	\$85.00	\$5,525.00	\$70.00	\$4,550.00	\$60.00	\$3,900.00	\$100.00	\$6,500.00	
68670012	12" REINFORCED CONCRETE DRAINAGE PIPE END	3.00	EA	\$850.00	\$2,550.00	\$850.00	\$2,550.00	\$2,500.00	\$7,500.00	\$0.00	\$0.00	
68670015	15" REINFORCED CONCRETE DRAINAGE PIPE END	4.00	EA	\$1,000.00	\$4,000.00	\$900.00	\$3,600.00	\$2,700.00	\$10,800.00	\$0.00	\$0.00	

Project Number: 102-350

Project Name: NORWALK RIVER VALLEY TRAIL - PHASE 2

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
					\$2,924,135.11		\$3,034,949.00		\$3,063,791.55		\$2,472,684.32

Apparent Low Bidder = Deering Construction Norwalk, CT

Second Bidder = Guerrera Construction Oxford, CT

Third Bidder = The Grasso Companies Norwalk, CT



CITY OF NORWALK
Wilber Giron, E.I.T.
Junior Engineer
wgiron@norwalkct.org
P: 203-854-7801 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Lisa Burns, P.E. – Principal Engineer
FROM: Wilber Giron, E.I.T. – Junior Engineer
CC: Drew Berndlmaier, P.E. – Senior Engineer
Paul Sotnik, P.E. – Senior Engineer
Mario Pizighelli, E.I.T. – Junior Engineer
RE: Pavement Management and Consulting Services
DATE: February 27, 2019

The City of Norwalk received two (2) Qualification Statement packages from consulting firms for the above referenced project. Following a review of the submissions, the City's Consultant Selection Panel consisting of Drew Berndlmaier, P.E., Paul Sotnik, P.E., Mario Pizighelli, E.I.T., and myself. The Panel conducted the interviews on February 22, 2019. Based upon the results of those interviews, the panel has recommended that VHB be offered a contract for Pavement Management and Consulting Services for the Project. Scope of services have been negotiated with them in which they will be compensated for work performed based on their proposed fee, for a sum not to exceed \$250,000.00.

Therefore, I would like to request that the following item be included on the agenda for the March 5, 2019 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Vanasse Hangen Brustin, Inc. (VHB), for pavement engineering and consulting services in connection with the Pavement Management Program. The Agreement is to establish a three (3) year base period, with two (2) one-year options and an annual sum not to exceed \$250,000.00

Account No. 09 19 40210 5777 C0021

If you have any questions, please do not hesitate to contact me.

6

Scope and Fee Proposal

In response to your request for a fee proposal, VHB will provide pavement inspection, plant and field quality assurance, street evaluation and design services for a one (1) year period. The proposed fees will remain constant for the term beginning April 1, 2019. Fees (unless otherwise noted) include all overtime, holiday, travel time, mileage, testing, laboratory, equipment rental, postage, phone and miscellaneous direct expenses. For Norwalk's anticipated annual construction program, we offer the following annual fee schedule.

Task 1 - Roadway Quality Assurance:

- 1) Plant quality assurance testing.
Estimate is based on estimated the City's 2019 4R plus lump sum add alternatives
Estimate - 25,000 tons x \$1.85/ton = \$ 46,250.00
Estimate - 5,000 tons x \$3.50*/ton (*days with under 200tons produced) = \$ 17,500.00
- 2) Pavement density determination by coring, per street (test strip of each pavement type, plus any streets that result in a penalty).
Estimate - 5 streets x \$1150.00/street = \$ 5,750.00
- 3) Field paving inspection and monitoring will be provided daily.
Estimate - 25,000 tons x \$1.95/ton = \$ 48,750.00
Estimate - 5,000 tons x \$3.75*/ton (*days with under 200 tons produced) = \$ 18,750.00

Task 2 - City Street Evaluations:

- 1) Pavement engineering specialist services to evaluate, develop most probable cause of deficiencies for selected local and arterial/collector roadways, offer pavement cross-sections and two (2) rehabilitation alternatives according to the AASHTO 1993 design manual, based on City provided ADT.
Estimate - 15,840 feet x \$2.55/foot = \$ 40,392.00
- 2) For short (less than 400 feet) and dead end local streets slated for base rehabilitation, by the City's pavement management program, may be evaluated for "interim repair solutions" by profile coring. A series of profile cores will be removed from the gutter-lines, center of each lane and roadway centerline to determine hot mix asphalt (HMA) thickness for "interim" milling/overlay.
Estimate - 20 street sections x \$450/section = \$ 9,000.00

Task 3 - Infrastructure Asset Management/GIS Services:

- 1) Administration and Support of the Pavement Management System (PMS) - VHB will provide up to 40 hours of support to assist in the administration, management and maintenance of the City's PMS. These services will include data entry of construction and resurfacing information that will take place under the City's 2019 4R Program, data verification of current and previously entered pavement condition data, updates to the PMS system configuration, and making edits to pavement segmentation and GIS linework at the City's request.

Under this task, VHB will also provide technical support services related to the City's RoadManagerGPMS™ software. Support topics may include installation and troubleshooting, integration of the PMS with other City systems, as well as assistance with the usage of all features of the program. These services may be provided via phone, email, or on-site visits. This task will include an annual work session at the City's offices to update the City's Master Paving Spreadsheet.

Estimate - Administration = \$ 6,200.00
(Plus \$750 Direct Expenses) \$ 750.00

- 2) Partial Network Pavement Condition Data Resurvey - VHB will update 25% of the pavement surface condition ratings from the City's 266 miles using the RoadManager rating methodology by a visual walking/driving method. The distress survey will be conducted on those 66 miles of street segments having survey dates prior to 2018 or other requisite condition as requested by the City.

Resurvey Estimate – 66 miles x \$250/mile = \$ 16,500.00

- 3) Budgeting and Reporting - VHB will provide an executive summary report of findings including the current condition status, historic trends in pavement condition, budgeting scenario results and recommendations for the maintenance and rehabilitation of the City's pavement infrastructure.
Estimate – = \$ 6,000.00

Task4 – Consultation and Related Expert Services:

- 1) VHB, when requested, shall furnish services of a qualified consultant staff professional specialist to provide engineering studies, make public presentations, design & monitor HMA pavements, develop HMA materials and specifications, Superpave design & testing, liquid binder quality, budget projections and possibly update the City's utility street cut ordinance, rules and regulations (as per attached VHB 2019 Testing Services Schedule).
Estimate UPSET LIMIT – Consultation & Related Expert Services = \$ 25,108.00

Summary of Fees for a one (1) year period:

2019 – 2020 Fiscal Year

Task 1 - Roadway Quality Assurance:	\$ 137,000.00
Task 2 - City Street Evaluations:	\$ 49,392.00
Task 3 - Infrastructure Asset Management Services:	\$ 29,450.00
Task 4 – Consultation and Related Expert Services:	<u>\$ 25,108.00</u>
2019 – 2020 Fiscal Year	<u>\$ 240,950.00</u>

We are pleased to offer the above paving and inspection, project level evaluations, roadway system management, computer support and related expert services for an estimated one (1) year fee of \$ 240,950.00.

VHB 2019 Testing and Services Schedule

Laboratory Testing

A. Hot Mix Asphalt (HMA)

- | | |
|---|---------------------------------|
| 1. <u>Aggregates</u> | |
| - Sieve Analysis (AASHTO T27) | <u>\$110.00</u> Sample (note 5) |
| - Washed Sieve Analysis (AASHTO T27 & T11) | <u>\$160.00</u> Sample (note 5) |
| - Mechanical Analysis of Extracted Aggregates (T30) | <u>\$160.00</u> Sample (note 5) |
| - Unit Weight (ASTM C29) | <u>\$45.00</u> Sample (note 5) |
| - Specific Gravity (ASTM C127) | <u>\$105.00</u> Sample (note 5) |
| - Specific Gravity (ASTM C128) | <u>\$200.00</u> Sample (note 5) |
| - L.A. Abrasion (ASTM C131) | <u>\$200.00</u> Sample (note 5) |
| - Soundness (ASTM C88) | <u>\$300.00</u> Sample (note 5) |
| - Thin and Elongated Pieces (ASTM D4719) | <u>\$75.00</u> Sample (note 5) |
| - Sand Equivalent (ASTM D2419) | <u>\$95.00</u> Sample (note 5) |
| - Coarse Aggregate Angularity | <u>\$95.00</u> Sample (note 5) |
| - Fine Aggregate Angularity | <u>\$100.00</u> Sample (note 5) |
| 2. Tensile Strength Ratio (ASTM D4867/AASHTO T283)
(Moisture Susceptibility) | <u>\$950.00</u> Mix (note 7) |
| 3. Extraction Test No Additives
(ASTM D2172, C136) | <u>\$135.00</u> Sample (note 5) |
| 4. Extraction Test with Additives | <u>\$145.00</u> Sample (note 5) |
| 5. Bulk Specific Gravity - Dense Graded (ASTM D2726) | <u>\$40.00</u> Sample (note 5) |
| 6. Bulk Specific Gravity - Open Graded
(ASTM D1188, ASTM D6752, AASHTO T331) | <u>\$50.00</u> Sample (note 5) |
| 7. Bulk Specific Gravity - Open Graded
(AASHTO T331M) | <u>\$60.00</u> Sample (note 5) |
| 8. Core Thickness
(ASTM D3549) | <u>\$40.00</u> Sample (note 5) |
| 9. Trimming of Bituminous Cores | <u>\$20.00</u> Sample (note 5) |
| 10. Maximum Theoretical Density
(ASTM D2041) | <u>\$120.00</u> Sample (note 5) |
| 11. Asphalt Recovery (ABSON Method)
(ASTM D1856) | <u>\$450.00</u> Sample (note 5) |

B. Liquid Asphalt Testing

- | | |
|---|---------------------------|
| 1. <u>Asphalt Cement</u> | |
| - Penetration | <u>\$100.00</u> (note 5) |
| - Ductility | <u>\$210.00</u> (note 5) |
| - Viscosity (Absolute, Kinematic or Rotational) | <u>\$155.00</u> (note 5) |
| - Softening point | <u>\$75.00</u> (note 5) |
| - Specific Gravity | <u>\$90.00</u> (note 5) |
| - Flash Point | <u>\$85.00</u> (note 5) |
| - Complete PG Binder Analysis | <u>\$1100.00</u> (note 2) |

- Rolling Thin Film Oven Test	\$120.00 (note 5)
- SHRP Dynamic Shear	\$480.00 (note 3)
- SHRP Bending Beam	\$400.00
- SHRP Pressure Aging Vessel	\$300.00
2. <u>Emulsified Asphalt</u>	
- Distillation	\$150.00 (note 5)
- Demulsibility	\$95.00 (note 5)
- Sieve Test (AASHTO T59)	\$85.00 (note 5)
- Sand or Stone Coating	\$95.00 (note 5)
3. <u>Cutback Asphalt</u>	
- AASHTO M82 (Excluding Flash Point)	\$1750.00 (note 5)
C. <u>Soils</u>	
1. Washed Sieve Analysis (AASHTO T27 & T11)	\$160.00 Sample (note 5)
2. Atterberg Limits (LL/PI) (ASTM D4318)	\$130.00 Sample (note 5)
3. Classifications of Soils (ASTM D2487)	\$45.00 Sample (note 5)
4. Proctor Density (ASTM D1557, D698)	\$335.00 Sample (note 5)
5. Permeability (Falling Head)	\$160.00 Sample (note 5)
D. <u>Portland Cement Concrete</u>	
1. <u>Aggregates</u>	
- Sieve Analysis (AASHTO T27)	\$110.00 Sample (note 5)
- Washed Sieve Analysis (AASHTO T27 & T11)	\$160.00 Sample (note 5)
- Unit Weight (AASHTO T19)	\$45.00 Sample (note 5)
- Specific Gravity (AASHTO T85)	\$105.00 Sample (note 5)
- Specific Gravity (AASHTO T84)	\$200.00 Sample (note 5)
- L.A. Abrasion (AASHTO T96)	\$200.00 Sample (note 5)
- Soundness (AASHTO T104)	\$300.00 Sample (note 5)
- Organic Impurities (AASHTO T21)	\$80.00 Sample (note 5)
- Clay Lumps and Friable Particles (AASHTO T112)	\$85.00 Sample (note 5)
- Lightweight Pieces (AASHTO T22)	\$105.00 Sample (note 5)
2. Concrete Test Cylinders (ASTM C31, C39)	
6" x 12"	\$30.00 Cyl.
4" x 8"	\$28.00 Cyl.
3. Concrete Core Testing (ASTM C42)	
- Preparation and Testing, 2" - 6" diameter	\$75.00 Core (note 5)
- Trimming of Cores	\$20.00 Sample (note 5)

Field Inspection and Consultation Services

A. Hot Mix Asphalt

1. Specialist's Consulting Services by Principal Professional Engineer \$205.00/hr. (note 6)
2. Specialist's Technical Services by Project Manager/Project Engineer \$155.00/hr. (note 6)
3. Specialist's Testing Services \$88.00/hr. (notes 5, 6 & 8)
4. Compaction Testing Inspector with Density Gauge \$95.00/hr. (notes 5, 6 & 8)
5. Coring Crew, Truck, Generator & Coring Rig (4" - 6" diameter cores) \$850.00/diem (notes 5 & 6)
6. Equipment Expense for Generator & Core Rig \$200.00/day
7. Equipment Expense for Jack Hammer, Hoses & Pump \$325.00/day

B. Asset Management/Software Support Services

1. Specialist's Technical Services by Project Manager/Professional Engineer \$155.00/hr. (note 6)
2. Software Support Programming Services \$150.00/hr. (notes 5 & 6)
3. GIS Data Development Support Services \$95.00/hr. (notes 5 & 6)

C. Soils

1. Experienced Soils Inspector for Control Operations and Field Compaction Density Tests with the Nuclear Gauge. \$95.00/hr. (notes 5 & 6)

D. Concrete

1. Experienced ACI Concrete Field Inspector
Cylinder fabrication, air, slump, temp. testing \$88.00/hr. (notes 5, 6 & 8)
2. Experienced Concrete Batch Plant Inspector \$135.00/hr (notes 5, 6 & 8)

E. Sample Transportation

1. For aggregate sampling, transportation of cubes, cylinders beams or other samples. Mileage to be added as direct expense \$85.00/hr. (notes 5 & 6)

F. Labor

1. Professional Registered Engineer \$205.00/hr. (notes 5 & 6)
2. Project Manager \$155.00/hr. (notes 5 & 6)
3. Operations Manager \$115.00/hr. (notes 5 & 6)
4. Contract Administrator \$70.00/hr. (notes 5 & 6)

NOTES:

- 2) includes specific gravity @ 60°/77°, API gravity and smoke point;
- 3) includes test on the original asphalt, after RTFO and after PAV aging;
- 5) Overtime Rates:

Over eight hours per day & night work (6 pm-6 am)	1.5 x Rate
Saturdays, Sundays and Holidays	1.5 x Rate
Same day laboratory services	1.5 x Fee
Next day laboratory services	1.5 x Fee
- 6) Plus \$0.65 per mile calculated using the mileage stated in the Public Utilities Commission "OFFICIAL MILEAGE" booklet.
- 7) When included as part of the mix design development. Additional sample preparation fees will apply to testing for non-VHB developed mix designs or mix designs requiring additional aggregate preparation or changes in aggregate properties.
- 8) For all VHB field services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of field personnel and the evaluation/review of data and reports at the quoted project manager rate times 0.15 times field staff time.



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

100 Great Meadow Road
Suite 200
Wethersfield, CT 06109

Work Authorization

☐ New Contract

Date October 28, 2020

☒ Amendment No. 1

Project No. 46210.19

Project Name Pavement Management Support Services, Fall 2020

		Cost Estimate	
		Amendment	Contract Total
To:	Drew Berndlmaier, PE, MBA		
	Senior Engineer		
	City of Norwalk	Labor	\$29,830.00
	Department of Public Works		
	125 East Avenue, Room 225	Expenses	
	Norwalk, CT. 06856-5125		
TOTAL			\$29,830.00

E-mail: DBERNDLMAIER@norwalkct.org

☒ Lump Sum

☐ Time & Expenses

☐ Cost + Fixed Fee

☐ Labor Multiplier

Phone No: (203) 854-7879

Estimated Date of Completion: **See Attachment A**

Scope of Services:

VHB will provide the services related to the City of Norwalk pavement management system described in the scope of services and schedule in Attachment A for the lump sum fee of \$29,830.00.

Prepared By: **Angelia Bisbee**

Department Approval:

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

☐ Subject to attached terms & conditions.

☒ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By _____

By _____

Print _____

Print _____

Title _____

Title _____

Date _____

Date _____

Attachment A - Scope and Fee Proposal

In response to your request for a fee proposal, VHB will provide pavement asset management evaluation and analysis services for the 2020 calendar year. The proposed fees will remain constant for the term beginning October 28, 2020. Fees (unless otherwise noted) include all overtime, holiday, travel time, mileage, testing, laboratory, equipment rental, postage, phone and miscellaneous direct expenses. For Norwalk's anticipated annual asset management update, we offer the following annual fee schedule.

Task 1 - Infrastructure Asset Management/GIS Services:

- 1) Administration and Support of the Pavement Management System (PMS) - VHB will provide up to 40 hours of support to assist in the administration, management and maintenance of the City's PMS. These services will include data verification of current and previously entered pavement condition data, updates to the PMS system configuration, and making edits to pavement segmentation and GIS linework at the City's request. The services will also include the development of the resurvey street list, coordination of the resurvey list with the City to identify segments to omit from the resurvey, and the subsequent replacement segments to include.

Under this task, VHB will also provide technical support services related to the City's RoadManagerGPMS™ software. Support topics may include installation and troubleshooting, integration of the PMS with other City systems, as well as assistance with the usage of all features of the program. These services may be provided via phone, email, or on-site visits. This task will include an annual work session at the City's offices to update the City's Master Paving Spreadsheet.

Estimate - Administration	= \$ 6,000.00
(Plus \$1000 Direct Expenses)	\$ 1,000.00

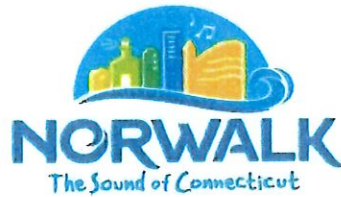
- 2) Partial Network Pavement Condition Data Resurvey - VHB will update approximately 25% of the pavement surface condition ratings from the City's 266 miles using the RoadManager rating methodology by a visual walking/driving method over the next 4 months. The distress survey will be conducted on those 66 miles of street segments having survey dates prior to 2018 or other requisite condition as requested by the City.
2020 Resurvey Estimate - 66 miles x \$255/mile = \$ 16,830.00

- 3) Budgeting and Reporting - VHB will provide an executive summary report of findings including the current condition status, historic trends in pavement condition, budgeting scenario results and recommendations for the maintenance and rehabilitation of the City's pavement infrastructure.
2020 Estimate - = \$ 6,000.00

2020 Calendar Year

Task 1 - Infrastructure Asset Management Services:	<u>\$ 29,830.00</u>
Through 2020 Calendar Year	<u>\$ 29,830.00</u>

We are pleased to offer the above asset management assessments, roadway system management, computer support and related expert services for an estimated fee of \$ 29,830.00.



To: Anthony R. Carr, Chief of Operations and Public Works
 Chris Torre, Superintendent of Operations
 Dilene Byrd, Administrative Assistant
 Monique Cipriano, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: October 7, 2020

Re: MSW and Recycling Report - September 2020

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Sep-19	Current FY: Sep-20	Change	FY 20/21 Cumulative
Curbside tonnage	1,249.92	1,357.37	8.6%	4,231.45
MSW tonnage out	1,817.81	2,198.88	21.0%	6,762.49
Transfer station operating fee	\$69,708.33	\$70,958.33	1.8%	\$212,874.99
Transport and disposal fee	\$165,420.71	\$204,495.84	23.6%	\$628,911.57
Curbside collection fee	\$98,403.50	\$101,355.67	3.0%	\$304,067.01
Total operating costs (less curbside)	\$235,129.04	\$275,454.17	17.2%	\$841,786.56

MSW Consolidated Budget	
FY 19/20 Budget	\$4,334,268.00
Amount expended	\$1,145,853.57
Percent remaining	73.6%

Recycling Collection				
Recycling Collection	Previous FY: Sep-19	Current FY: Sep-20	Change	FY 20/21 Cumulative
Curbside tonnage	694.96	808.66	16.4%	2,510.20
Transfer station tonnage	32.85	33.20	1.1%	108.68
Total monthly tonnage	727.81	841.86	15.7%	2,618.88
Curbside collection fee	\$95,524.17	\$98,389.92	3.0%	\$295,169.76

Recycling Budget	
FY 19/20 Budget	\$1,180,679.00
Amount expended	\$295,169.76
Percent Remaining	75.0%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Sep-19	Current FY: Sep-20	Change	FY 20/21 Cumulative
Transfer station tip fees	\$37,086.50	\$42,941.35	15.8%	\$129,730.50
Recycling revenue (curbside)	\$12,161.80	\$14,151.55	16.4%	\$43,928.50
Recycling revenue (T.S.)	\$574.88	\$581.00	1.1%	\$1,901.90
Total revenues	\$49,823.18	\$57,673.90	15.8%	\$175,560.90

B



To: Anthony R. Carr, Chief of Operations and Public Works
 Chris Torre, Superintendant of Operations
 Dilene Byrd, Administrative Assistant
 Monique Cipriano, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: November 23, 2020

Re: MSW and Recycling Report - October 2020

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Oct-19	Current FY: Oct-20	Change	FY 20/21 Cumulative
Curbside tonnage	1,366.53	1,336.07	-2.2%	5,567.52
MSW tonnage out	2,008.69	2,152.46	7.2%	8,914.95
Transfer station operating fee	\$69,708.33	\$70,958.33	1.8%	\$283,833.32
Transport and disposal fee	\$182,790.79	\$200,178.78	9.5%	\$829,090.35
Curbside collection fee	\$98,403.50	\$101,355.67	3.0%	\$405,422.68
Total operating costs (less curbside)	\$252,499.12	\$271,137.11	7.4%	\$1,112,923.67

MSW Consolidated Budget	
FY 19/20 Budget	\$4,334,268.00
Amount expended	\$1,518,346.35
Percent remaining	65.0%

Recycling Collection				
Recycling Collection	Previous FY: Oct-19	Current FY: Oct-20	Change	FY 20/21 Cumulative
Curbside tonnage	780.39	821.34	5.2%	3,331.54
Transfer station tonnage	31.15	41.62	33.6%	150.30
Total monthly tonnage	811.54	862.96	6.3%	3,481.84
Curbside collection fee	\$95,524.17	\$98,389.92	3.0%	\$393,559.68

Recycling Budget	
FY 19/20 Budget	\$1,180,679.00
Amount expended	\$393,559.68
Percent Remaining	66.7%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Oct-19	Current FY: Oct-20	Change	FY 20/21 Cumulative
Transfer station tip fees	\$37,444.80	\$48,910.60	30.6%	\$178,641.10
Recycling revenue (curbside)	\$13,656.83	\$14,373.45	5.2%	\$58,301.95
Recycling revenue (T.S.)	\$545.13	\$728.35	33.6%	\$2,630.25
Total revenues	\$51,646.75	\$64,012.40	23.9%	\$239,573.30

C

Street Names		Roads
Lindenwoods Road		25
Smith Street		
North Taylor Avenue		
Columbine Lane		Total Cost
		1,529,831.73
		\$
Fullin Court		
Lenox Avenue		
Fern Street		
Suburban Drive		
Pumpkin Stem Lane		
Dawn Road		
Edgewood Street		
Second Street		
Cove Avenue		
Belair Road		
Driftwood Lane		
Barjune Road		
First Street		
New Street		
Greenhill Road		
Fifth Street		
James Street		
Cliffview Road		
Hadik Parkway		
Lois Street		
Senga Road		

Concrete Sidewalk

Concrete Sidewalks 2019		
Location	LF	Miles
Ely Avenue	1,600	0.30
Knight Street	2,000	0.38
Hoyt Street	1,800	0.34
Laura Street	1,350	0.26

LF Miles		
Totals	6,750	1.28

Concrete Sidewalks 2020		
Street Name	LF	Miles
COVE AVENUE	3,976	0.75
FIFTH STREET	1,955	0.37
FIRST STREET	2,841	0.54
FOURTH STREET	1,763	0.33
HAWKINS AVENUE	488	0.09
NEW STREET	315	0.06
THIRD STREET	451	0.09

To be Finalized by December 2020		
Street Name	LF	Miles
Edgewater Place	470	0.09
Second Street	2,800	0.53

Forecast to be Completed 2020		
LF Miles		
Totals	15,059	2.852
Total Increase from 2019	123.10%	

Paving

2019	
Street	Miles
ELEANOR LANE	0.119
ELLS STREET	0.169
NORVEL ROAD	0.179
OLD FARM PLACE	0.089
TOWER DRIVE	0.127
AUTUMN STREET #1	0.138
AUTUMN STREET #2	0.015
BEAU STREET	0.290
CHESTER STREET	0.094
SACHEM STREET	0.177
NOLAN COURT	0.091
NOLAN STREET #1	0.136
NOLAN STREET EXT	0.093
TRACEY STREET	0.180
ARCH STREET	0.132
BUTLER STREET	0.166
ELM STREET	0.151
HOYT STREET	0.161
KNIGHT STREET	0.224
RIVER STREET	0.080
NANTHORNE DRIVE	0.249
VOLLMER AVENUE	0.192
WILDMERE LANE	0.079
BARNUM AVENUE	0.098
LOVATT STREET	0.257
ALCOQUIN ROAD	0.395
POCONO ROAD	0.149
STONECROP ROAD #1	0.158
STONECROP ROAD #2	0.304
MOHAWK DRIVE	0.587
NEWTOWN COURT	0.087
STARLIGHT DRIVE	0.415
ORCHARD HILL COURT	0.120
ORCHARD HILL ROAD	0.372
SHEILA COURT	0.113
CIDER LANE	0.146
FOURTH STREET	0.189
COMMERCE STREET	0.232
ACADEMY STREET	0.142
CHAPEL STREET	0.231
MERWIN STREET	0.205
RAIL ROAD PLACE	0.074

2020	
Street	Miles
COLUMBINE LANE	0.325
PUMPKIN LANE	0.364
PUMPKIN STEM LANE	0.197
BUMBLE BEE LANE	0.232
WEATHER BELL DR EXT	0.087
DEERFIELD STREET	0.185
EARL STREET	0.059
EDGEWOOD STREET	0.158
MICHAEL STREET	0.204
AUBURN STREET	0.137
ELY AVENUE #2	0.138
LENOX AVENUE	0.236
POGANY STREET	0.073
BELLE AVENUE	0.248
HEMLOCK PLACE	0.059
SOUTH MAIN STREET	0.952
ELY AVENUE #1	0.933
LAURA STREET	0.169
COVE AVENUE	0.398
FERN STREET	0.092
GREEN HILL ROAD	0.297
HAWKINS AVENUE	0.074
FIFTH STREET	0.246
BARJUNE ROAD	0.244
BLACKBERRY LANE	0.171
BUTTERNUT LANE	0.146
CLIFFVIEW DRIVE	0.213
PULLIN COURT	0.170
JAMES STREET	0.330
KREMER LANE	0.230
LINDEN STREET	0.611
LINDENWOODS ROAD	0.151
RIVERVIEW DRIVE	0.374
RUNNING BROOK LANE	0.092
SKYVIEW LANE	0.137
SUBURBAN DRIVE	0.200

To be Finalized by December 2020			
Street Name	LF	Tonnage	Miles
First Street	1350	1853	0.26
New Street	350	206	0.07
Edgewater Place	235	92	0.04
Third Street	970	380	0.18
Remaining Cove (3rd-1st)	700	549	0.13
Gregory Court	250	147	0.05
Smith Street	1000	392	0.19
Hubbells Lane	500	196	0.09

Totals Remaining	
Tonnage	3,816
Miles	1.01

Completed 2019	
Number of Roads	42
Linear Ft Paved	40,263
Center Lane Miles Paved	7.83
Total Tonnage	16,099

Forecast to be Completed 2020	
Number of Roads	44
Linear Ft Paved	52,488
Center Lane Miles Paved	9.94
Total Tonnage	20,869

Total Increase From 2019	
Number of Roads	5%
Linear Ft Paved	30%
Center Lane Miles Paved	30%
Total Tonnage	30%