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, October 3, 2017
TIME:	7:00 P.M.
PLACE:	Norwalk City Hall, 2nd Floor, Room 225

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, September 5, 2017.

2. A Resolution for the Norwalk River Valley Multi-Purpose Trail – Phase 2; Union Park to New Canaan Avenue:

   WHEREAS, the City of Norwalk has published a news release, mailed a copy of the news release to required officials and agencies, and mailed a preliminary notification letter to abutting property and business owners, announcing a proposed transportation project known as State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2; and

   WHEREAS, a public comment period was given from September 20, 2017 to October 3, 2017 which allowed interested parties to voice their concerns; and

   WHEREAS, the construction phase will be funded utilizing 80% Federal funds and 20% Municipal funds; and

   WHEREAS, WestCOG has selected this project as a regional priority and to utilize federal funds for construction activities; and

WHEREAS, the Mayor has considered the concerns of the residents from the public comment period and finds that the proposed Norwalk River Valley Multi-purpose Trail is in the best interest of the City of Norwalk, and will promote the health, safety, and general welfare of its residents and provide for the convenience and safety of the traveling public; and

WHEREAS, the City of Norwalk based on the above information, and by virtue of this resolution, hereby fully supports the proposed State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Norwalk hereby supports the STP Urban Transportation Project titled State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2 and hereby commits to funding the municipal share and proceeding with final design.

Account No.	09-16-4021-5777-C0407	$286,500
	09-17-4021-5777-C0407	$300,000

3. Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill for Treated Road Salt for Snow and Ice Control, pricing not to exceed $81.82 per ton for normal and after-hour deliveries effective for the 2017-2018 winter season.

   Account No. 01 40 25 5322

4. Authorize the Purchasing Agent to issue a Purchase Order to Gabrielli Truck Sales of Milford, for the purchase of two (2) 2019 Mack GU713 Plow Trucks for a sum not to exceed $446,546.00.

   Account No. 09 18 4031 5777 C0313

5. Technical Correction of Common Council Action of February 14, 2017, Item VII.D.3 to add SoNo Collection Project and account number 010000 2365:
   Authorize the Mayor, Harry W. Rilling, to execute an Agreement with CDM Smith Inc. for Construction Management and construction Engineering & Inspection Services pertaining to the Raymond & Day Streets Project <u>and the SoNo Collection Project</u> for a sum not to exceed $744,320.00.

   Account No. 09 16 0910 5777 C0560
   <u>010000 2365</u>

Information / Discussion

A. Monthly Solid Waste Report – August 2017

B. Customer Service Report – September 2017

C. Correspondence

Upcoming Projects

Next Meeting: Tuesday, November 9, 2017
7:00 P.M.
Room 225, Norwalk City Hall

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

CITY OF NORWALK
PUBLIC WORKS COMMITTEE
September 5, 2017

ATTENDANCE: John Igneri, Chair; Thomas Livingston; Eloisa Melendez; Richard Bonenfant; Michael Corsello; Faye Bowman (7:12pm)

STAFF: Bruce Chimento, Director; Lisa Burns, Principal Engineer; Drew Berndlmaier, Senior Civil Engineer

Mr. Igneri called the meeting to order at 7:02 p.m. A quorum was present.

PUBLIC INPUT

There was no public input this evening.

NEW BUSINESS

1. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, JUNE 6, 2017.

****MR. IGNERI MOVED THE ITEM**
****MR. LIVINGSTON SECONDED**
****MOTION PASSED UNANIMOUSLY**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF NORWALK AND AECOM (FORMERLY URS CORPORATION), FOR EXTRA PROFESSIONAL ENGINEERING DESIGN SERVICES REQUIRED DURING CONSTRUCTION, FOR THE REHABILITATION OF THE PERRY AVENUE BRIDGE OVER THE NORWALK RIVER PROJECT, CONNDOT PROJECT NO. 102-319, FOR AN AMOUNT NOT TO EXCEED $78,500.00. (FUNDING 80% FEDERAL, 20% CITY).

Account No: 09 17 4021 5777 C0392
09 18 4021 5777 C0392
09 16 4021 5799 C0392

Mr. Bonenfant wanted to know the status of the Perry Avenue Bridge. He said that this project has been ongoing for over ten years.

Ms. Burns answered that the Perry Avenue Bridge would be completed by April 2018. She said that they have an agreement with AECOM, who are the design engineer and also the resident engineer construction inspector for the project. She said that AECOM incurred additional cost on the job. She explained that the project is running longer than anticipated primarily due to the change in the bridge rail system that was initially designed for the project. She said that by the time the project went out to bid and was awarded, Federal Highway deemed that the bridge rail system no longer met the new crash test standards. She continued explaining that they had to go back and redesign the rail which caused the project delay and Perry Avenue, right now, had to be changed to a one way direction traffic pattern which should be resolved by the first week of October.

Mr. Livingston asked if any of this issue relates to the claim that there was a mistake in the design.

Ms. Burns replied that AECOM did have an error in the design for the support of the excavation system. She said that they had the wrong quantities in the bid documents because they did not calculate the quantities of sheeting or soil nailing correctly. She said that there are no extra design costs for their error but there will be extra construction costs. She said that this item is only for the design services related to the extended time. She explained that the load rating criteria was changed and the methodology of how the State accepts load ratings was changed so the design engineer incurred more time in order to meet those standards. She said that they wouldn't be reimbursed for the 80% if they didn't make those changes. Ms. Burns stated that this project originally began in 2006. She said that there were some additional shop drawings on the project for example the new bridge rail had to be reviewed, they had to develop a maintenance protection plan for traffic plan #3 and had to implement a one way on Perry Avenue from June through September for safety.

Mr. Chimento said that the State had already approved the plans and then the Federal Highway changed the standards so we had to make the changes.

Mr. Corsello asked if this delay is due to the changes.

Ms. Burns explained the steps they had to take for the railing. She said that they have really been pushing PJF Construction, the contractor on the job, to get things done. She said that they had a lot of trouble with the relocation of utilities for this job because Eversource Gas had no welders. Mr. Chimento was able to get Eversource to come through with welders so they can complete the utilities but are still waiting for the railing. She said that they wanted to open two lanes before school began however the buses are doing fine with just one lane.

Mr. Corsello said that it seemed like the additional work that is necessary is because the requirements of the design changed. He wanted to know if that was something AECOM could have anticipated.

Ms. Burns replied no because it was all unanticipated things and the State had already agreed to their 80% share, so the State is in agreement with the changes.

Mr. Corsello asked if this was a legitimate cost.

Ms. Burns replied absolutely.

Mr. Livingston asked where they stand with that claim or if a claim was made.

Ms. Burns replied that the State is reimbursing that amount and they worked through that issue collectively so it would be a reimbursable cost and the City will still have to pay the 20%.

****MR. LIVINGSTON MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

3a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH A.M. RIZZO ELECTRICAL CONTRACTORS, INC. FOR PROJECT TRF 2017-1 TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS LOCATIONS, FOR A SUM NOT TO EXCEED $1,124,150.31.

Account No: 09 03 4120 5777 C0232
09 04 4120 5777 C0232
09 05 4021 5777 C0232
09 08 4021 5777 C0232
09 09 4021 5777 C0232
09 12 4021 5777 C0232
09 13 4021 5777 C0232
09 14 4021 5777 C0232
09 16 4021 5777 C0232

3b. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH A.M. RIZZO ELECTRICAL CONTRACTORS, INC. FOR PROJECT TRF 2017-1 TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS LOCATIONS, FOR A SUM NOT TO EXCEED $112,415.03.

Account No: 09 03 4120 5777 C0232
09 04 4120 5777 C0232
09 05 4021 5777 C0232
09 08 4021 5777 C0232
09 09 4021 5777 C0232
09 12 4021 5777 C0232
09 13 4021 5777 C0232
09 14 4021 5777 C0232
09 16 4021 5777 C0232

Mr. Livingston asked for the location of the traffic lights.

Ms. Burns replied that the traffic light locations are at the intersections of Fox Run at Red Coat; Ward at Freese Court; Osborne at Van Zant and Van Zant at Fire House. She said that it cleans out 9 capital accounts. She said that the design was in-house and the second low bidder was L. Holzner.

Mr. Livingston stated that he noticed the engineers estimates were a bit lower than the lowest bid and wanted to understand why the difference in pricing.

Mr. Chimento answered that the estimates were completed a while ago.

Ms. Burns stated that the design was in-house which could have had older information when putting the unit pricing.

Mr. Livingston asked if they paid anyone to complete the design.

Ms. Burns answered no, the design was completed in-house by Paul Sotnik and Fran Wilk.

Mr. Chimento gave a brief explanation on how designs go back and forth with the State for approvals and bids cannot go out until the State approves.

Mr. Bonenfant asked about the project and what needs to happen.

Ms. Burns replied that there are four locations and in the backup all of those things listed have to happen. She stated that each location has to have every item.

Ms. Melendez asked about the complaint at Ward Street.

Mr. Chimento answered that they asked for signs and for lights because they were old. He said that they also asked for special notification signs which they put up and after putting up the fourth sign they weren't going to put up anymore. He said that people were stealing the signs so they are not putting up anymore.

Ms. Bowman asked how often new traffic lights are put up.

Ms. Burns stated that the City owns 84 lights. She said that some are done through the State projects. She said that she is unsure about the lifespan of the lights.

Mr. Chimento said that he will have Fred Eshraghi present at one of the meetings to explain how the traffic lights work.

Ms. Bowman asked if it is an every year thing.

Ms. Burns replied no, it would be at least a 20 to 30 year replacement. She said that the technology may change, like the controller cabinet due to the computer, but the light may still be in working condition.

Ms. Bowman asked if they rotate so many lights each year.

Ms. Burns replied no.

Mr. Bonenfant asked if she said that there are 84 lights at 84 locations.

Mr. Chimento corrected him stating there are 84 intersections. He said that they do not use the trip lines anymore in the roads or the loops. He said that they use the small white tubes at the intersections, which are cameras that watch the traffic that's coming through at certain times and that changes the variance. He said that each box is approximately $30,000. each.

Mr. Igneri asked about the white tubes and if they are set to count the number of cars backed up before the light changes.

Mr. Chimento answered yes, the newer lights will have the tube.

Ms. Bowman stated that the traffic light at the end of St. Paul's Terrace does not work unless a car across the street is coming out of the Webster Lot.

Ms. Burns stated that some intersections are timed and some are traffic responsive and some work in a grouping. She said that she would put in a service request for that traffic signal at Webster Lot and St. Paul's Terrace.

****MS. MELENDEZ MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT WITH THE GRASSO COMPANIES, LLC FOR PROJECT PM 2017-1, PAVEMENT MANAGEMENT PROGRAM, FOR A SUM NOT TO EXCEED $1,000,000.00.

Account No: 09 18 4021 5777

Mr. Chimento stated that item 4 needed to be changed to "Authorize the Mayor, Harry W. Rilling, to execute an Amendment with The Grasso Companies, LLC for Project PM 2017-1, Pavement Management Program, for a sum not to exceed $1,000,000.00".

Mr. Igneri stated change for the record.

Mr. Livingston stated that he would like The Grasso Companies, LLC to be subject to the same terms and conditions as stated in contract PM 2017-1.

Mr. Igneri stated that this contract is based on unit pricing and going out to bid may cause an increase in the prices.

Mr. Chimento stated that Public Works would be able to complete more streets with this amendment instead of going out to bid and not being able to complete the streets this year.

Mr. Livingston asked if The Grasso Companies, LLC were still in compliance.

Mr. Chimento answered that Michael Wrinn of Planning and Zoning stated that they are in compliance with their office. He went on to say that their work has been satisfactory, they did a good job on the City Hall Parking Lot. He said that they have not received any negative feedback. He said that there was a minor delay on the punch list but things are on schedule.

Mr. Corsello asked if it was customary to add streets. He said that it seems like it would be considered a new project.

Mr. Chimento answered that it is done every year.

Ms. Melendez asked if the street names on the list would be completed by 2018.

Mr. Berndlmaier said that there may be some exceptions and/or there may be some grouped by neighborhood. He said that they try to do the streets grouped by neighborhood at the same time.

Mr. Corsello asked if they anticipate that they are going to do these streets, then why not include in original contract.

Mr. Berndlmaier answered that the funds were not available at the time the project went out to bid. He said that on July 1st new funds become available for the new fiscal year so they add to the existing contract.

Mr. Chimento said that they cannot enter into a contract with anticipated funds.

Mr. Bonenfant asked if the person who won the contract could automatically assume that they would get more funds for the additional streets.

Mr. Chimento responded that it is not an entitlement and it's not guaranteed.

Mr. Bonenfant asked if the contractor had to be ahead of schedule in order to get more work.

Mr. Chimento answered that it would certainly help.

Mr. Berndlmaier said that all of the bidders understand that it is a possibility that there may be more streets added to the contract which in turn could lead to more money as well.

Mr. Livingston asked if the Mayor imposed a spending freeze, how is it possible to increase the contract to pave more streets.

Mr. Chimento answered that those funds are not discretionary funding.

Ms. Bowman asked if the item in question already went out to bid.

Mr. Bonenfant said yes it had went out to bid.

Mr. Igneri stated that if they were to put it out again that it would take a while before it got approved and the streets wouldn't get paved this year.

Mr. Berndlmaier said that they would put out a new contract for all of 2018 in January or February.

Mr. Bowman wanted to know what contractor was using the big machine on Fairfield Avenue and Flax Hill Road.

Mr. Berndlmaier answered that it is called Hot-In-Place Recycling followed by Microsurfacing. He said that it is something new which is preventative maintenance at a supposed lower cost. He continued to say that there are only certain streets that fall within the parameters of what is recommended for that type of resurfacing. He said that the streets they completed fell within those parameters so they did those to revamp and prolong those streets duration before they would have to be repaved again.

Ms. Bowman asked about the price difference.

Mr. Berndlmaier responded that they expect it to be half the cost it would be to pave the streets.

Ms. Burns said that they have to factor in the longevity and wearability.

Mr. Livingston asked if they were happy with the results so far.

Mr. Berndlmaier stated that they are happy with the final product. He said that microsurfacing is expected to last seven to ten years and they will have to wait and see.

Mr. Bonenfant asked if it is thinner on the surface and if it would withstand the snow plows and such.

Mr. Chimento said that they have been done in New Canaan and Fairfield.

Mr. Berndlmaier stated that they have monitored those towns and even visited the sites.

****MR. IGNERI MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

INFORMATION / DISCUSSION

Ms. Burns stated that the Public Works Open House will be held on September 30, 2017. She said that salt came in 10 dollars cheaper a ton this year.

Mr. Igneri asked if there were a lot of salt left over from last year.

Mr. Chimento replied approximately 3,000 tons of salt left over from last year. He said that they like to begin the season with about 8,000 tons of salt.

Mr. Bonenfant wanted to know if they have to do anything to the left over salt like smash it apart.

Mr. Chimento answered no.

Ms. Burns said that they do not purchase the brown salt anymore because the left over salt would get liquid on the bottom.

A. MONTHLY SOLID WASTE REPORT – MAY; JUNE; JULY 2017

Mr. Chimento stated that they are doing rather well. He asked if the committee was interested in receiving a tour of a single stream recycling facility in Stamford.

Mr. Igneri stated that the whole committee should attend. He asked if the rate of contamination is higher with single stream recycling.

Mr. Chimento said that he could arrange a tour for the committee. He replied no the contamination is not higher.

Ms. Burns stated that they pretty much take everything. She said that they haven't received any complaints from their contractor taking Norwalk's contaminated stuff to the site.

Mr. Chimento continued stating that the recycling budget is where it should be and informed the committee that the reports are included in the packet for their review.

B. CUSTOMER SERVICE REPORT – JUNE; JULY; AUGUST 2017

Mr. Chimento stated that during the months of June and July there were over 1,000 calls and over 835 pertained to Public Works exclusively.

Mr. Corsello gave a compliment stating that he knows someone who called Customer Service to inform them that their refuse wasn't picked up while the rest of their street was and Customer Service took care of the situation right away. He said that they were really impressed.

Mr. Chimento stated that the Parking Authority is conducting a program that allows for expired meters at random to have an extra twenty minutes on the meters. He said that if someone's meter expired, the Parking Authority would issue what looks like a ticket stating that they were given an extra twenty minutes. He said that people appreciate this effort and are writing notes to customer service.

C. CORRESPONDENCE

1. Covewood/Wilson Ave DOT Report

Mr. Chimento report on this. He said that the report is included in the packet for the committees review. He said that they are looking into trying to solve some of those issues on Covewood/Wilson Avenue.

Mr. Livingston asked if Public Works would pay for that.

Mr. Chimento replied yes. He said that someone had phoned Senator Bob Duff and he sent him a copy of the report. He said that there is a resident that is complaining about Winfield and Saugatuck intersection stating that it is dangerous and he would like a traffic light. Mr. Chimento said that it is a State road and it isn't much he could do about that without the resources.

Mr. Corsello stated that Covewood's intersection is much more dangerous.

Mr. Chimento agreed stating that a stop sign on Wilson Avenue is warranted.

Mr. Livingston asked about footpaths.

Mr. Chimento stated that it would be on the agenda. He said the footpaths would be from Covewood down to Wilson Avenue.

Mr. Bonenfant asked about Highland Avenue intersection.

Mr. Chimento responded that it is a work in progress.

Ms. Bowman stated that the residents from the condos on West Avenue and Martin Luther King Jr. Drive would like to come to a meeting to discuss the traffic in that area. She said that the complaint is that they cannot see the cars coming from around the corner and it is difficult to cross the street.

Mr. Bonenfant added that there was a resident that attended the Health, Welfare & Public Safety meeting and explained that people can't see coming around that corner and it is really difficult to cross that street.

Ms. Bowman said that the residents would like to speak to the committee about it and would like to put it on the next agenda. She said that she is not sure if the solution would be a raised crosswalk.

Mr. Chimento summed up the concern stating that the cars are coming around the corner too fast and people can't see the cars coming around when they want to cross the street.

Mr. Bonenfant said yes that is it and then there are cars coming around the corner and they know that a red light is coming up so they speed through it.

Ms. Burns said that it may not be an appropriate location to have a raised crosswalk and perhaps the residents could attend a separate meeting instead of a regular committee meeting to discuss their concerns. She said it could be a late timing issue at that intersection.

Mr. Chimento said that Ms. Bowman could have them contact the office for a meeting to discuss this issue.

Mr. Igneri asked about Covewood. He wanted to know if they have a schedule for that project.

Mr. Chimento answered no, not at this time.

Ms. Burns said that the work has to be done by District 3 DOT.

Mr. Chimento said that they have asked for help with this and DPW has agreed to assist.

Mr. Livingston asked if they would be doing the footpaths.

Mr. Chimento replied that DPW will do the footpaths.

2. 2017 DEEP Municipal Transfer Station Second Quarter Report

There were no further discussions regarding correspondence.

UPCOMING PROJECTS

Next meeting is scheduled for Tuesday, October 3, 2017 in Room 225.

Mr. Igneri stated that the next meeting may be a light meeting so they may move that meeting and the November meeting to a different date.

Ms. Burns stated that Eversource may need an easement for the high towers that are going underground and may need to get on the next agenda. She said that there are 3 easements.

Mr. Igneri stated that if need be a special meeting can be called.

Mr. Livingston asked if the Public Works Department has to do anything special when there are upcoming storms.

Ms. Burns answered that they have an up-to-date, very well coordinated emergency management team. She said that they continuously update preparedness and feels very confident that they will be prepared.

Mr. Chimento said that they were all alerted on it yesterday and may have a meeting next week. He said that they won't know much until Thursday.

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

There was no further business and the meeting was unanimously adjourned at 7:53 p.m.

Respectfully submitted,

Monique Cipriano
Executive Assistant
Public Works Department

RESOLUTION
Norwalk River Valley Multi-purpose Trail – Phase 2
Union Park to New Canaan Avenue

WHEREAS, the City of Norwalk has published a news release, mailed a copy of the news release to required officials and agencies, and mailed a preliminary notification letter to abutting property and business owners, announcing a proposed transportation project known as State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2; and

WHEREAS, a public comment period was given from September 20, 2017 to October 3, 2017 which allowed interested parties to voice their concerns; and

WHEREAS, the construction phase will be funded utilizing 80% Federal funds and 20% municipal funds; and

WHEREAS, WestCOG has selected this project as a regional priority and to utilize federal funds for construction activities; and

WHEREAS, the Mayor has considered the concerns of the residents from the public comment period and finds that the proposed Norwalk River Valley Multi-purpose Trail is in the best interest of the City of Norwalk, and will promote the health, safety, and general welfare of its residents and provide for the convenience and safety of the traveling public.

WHEREAS, the City of Norwalk based on the above information, and by virtue of this resolution, hereby fully supports the proposed State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2;

NOW, THEEFORE, BE IT RESOLVED, that the City of Norwalk hereby supports the STP Urban Transportation Project titled State Project 102-350 Norwalk River Valley Multi-purpose Trail – Phase 2 and hereby commits to funding the municipal share and proceeding with final design.

FUNDING SOURCES

Capital Budget Accounts

09-16-040-40210-5777-C0407	$286,500
09-17-040-40210-5777-C0407	$300,000

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

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

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

Date: September 27, 2017

Re: Treated Rock Salt Sole Source Request

Resolution:

Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill for Treated Road Salt for Snow and Ice Control, pricing not to exceed $81.82 per ton for normal and after-hour deliveries effective for the 2017-2018 winter season.

Account # 014025-5322

Cargill

Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

	Billing Information			*Shipping Information*	
Name:					
DBA (if applicable)					
Address 1					
Address 2					
City State Zip					
County					
Attn:					
Phone		***Fax***		***e-mail:***	

TERMS AND CONDITIONS OF COMMERCIAL ROAD SALT SALES

1. TERMS TO GOVERN. The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. TITLE/RISK OF LOSS. Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. PAYMENT AND CREDIT TERMS. Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. WARRANTY AND LIMITATION OF LIABILITY. Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. EXCLUSIVE REMEDY. If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

6. FORCE MAJEURE. Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. INCREASES. Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.

8. DELIVERY. Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. TERMINATION. If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. TAXES. Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. ASSIGNMENT. The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.

12. FORWARD CONTRACT. The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. CONTRACT AMBIGUITIES. The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

Cargill

Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Tuesday, September 05, 2017

Billing Information		Shipping Information	*Contact Information	
Name	NORWALK CITY OF CLED	CITY OF NORWALK S SMITH	Attn:	SALT BUYER
Account Number	1500028673	2500027733	Title	
PO Box			Phone	
Address 2	125 EAST AVE	15 S SMITH ST	Fax	
City State Zip	NORWALK, CT 06851-5702	NORWALK, CT 06855-1017	Mobile	
County			e-mail	
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2017/2018 season.

Price Basis Per Ton

Product	Pickup (Minimum 10-ton loads)	Delivered (Standard truckloads)	Estimated Tons	Terminal
12763-CLEARLANE® DEICER ENHNCD BULK	N/A	$81.82	5,000	2AKL MT MARION US CDT
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.				

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS –

1. Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from September 5, 2017 through April 30, 2018. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
2. If purchase is not made by December 31, 2017, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
3. The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
4. Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
5. Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
6. By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s)

Payment Terms	Net 30 Days	Credit Limit	ESTABLISHED
PAYMENT TERMS AND CREDIT LIMIT ARE SUBJECT TO CHANGE.			

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated	*Accepted*
Deicing Technology Business Amanda Knaus	Signature:
Sales Account Manager	Name:
Amanda_Knaus@cargill.com 800-600-7258 – p 952-367-1482 - f	Title:
	e-mail:

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

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

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

Date: September 27, 2017

Re: Authorize the Purchase of two 2019 Mack GU713 Plow Trucks

---

Resolution:

Authorize the Purchasing Agent to issue a purchase order to Gabrielli Truck Sales of Milford, for the purchase of two (2) 2019 Mack GU713 Plow Trucks for a sum not to exceed $446,546.00.

Account # 09-18-4031-5777-C0313

4

NORWALK
The Sound of Connecticut

Purchasing Department
Finance Group

COPY

August 22, 2017

INVITATION TO BID

The City of Norwalk is soliciting bids for two (2) **2018 Plow Trucks** for the Department of Public Works. Below is an outline of some of the requirements that apply to this project.

PROJECT #	**3783**	
DEADLINE	**2:00 PM**	**September 13, 2017**
PROJECT TITLE	**2018 Plow Trucks**	
PROJECT SITE	**15 South Smith Street, Norwalk, CT**	

BID DOCUMENTS are available upon receipt of this invitation over the Internet at http://www.norwalkct.org . The document number to request will be the same as the project number indicated above.

Candidates will be required to provide:

1. Copies of current certifications as applicable.
2. The purchase of any and all of the Optional Equipment and Service Manuals listed in this bid will be subject to City of Norwalk budget constraints. The City of Norwalk will solely determine which of the optional equipment will be purchased.
3. 10% bid bond with your response (see Section 3.1 B).
4. Include three (3) copies and one (1) original bid package. We also request that you upload a digital copy of your submission to the following address:

https://norwalkct.bonfirehub.com/opportunities/4573

All questions must be directed, in writing, to Sharon Conners, Purchasing Officer, via e-mail, sconners@norwalkct.org . The deadline for submission of questions is **2:00 pm, August 30, 2017. Please include the Project Number and Bid Title in the subject line,** thank you.

Businesses, without Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any bid information. Our fax number is 203-854-7817.

Sharon Conners
Purchasing Officer

SECTION 1 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING:

ADDENDA information is available over the Internet at http://www.norwalkct.org . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at http://www.norwalkct.org . The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

BID RESPONSES are to be delivered to:

City of Norwalk Purchasing Department
Room 103
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

NOTE: The City of Norwalk will not accept any sealed bid submissions via email or facsimile (fax). Please indicate the bid number and bid title on the envelope.

Please submit three (3) copies and the original bid package (clearly mark original copy). We also request that you upload a digital copy of your submission to the following address:

https://norwalkct.bonfirehub.com/opportunities/4573

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

PRICING SHEET #3783, 2018 Plow Trucks - Two (2) Units

Vendor Name: Gabrielli Truck Sales			**Date:** 9-11-2017
Street Address: 401 Old Gate Lane			
City: Milford	**State:** CT	**Zip Code:** 06460	
Phone - 203-877-3281	**Fax -** 877-0614	**Email -** Cstadler@gabriellitruck.com	
Manager - Christopher J. Stadler GM		**Fed ID# -** 06-0891779	

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service and understand that in signing this proposal all right to plead any misunderstanding regarding the same is waived.

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

1. 2018 Plow Trucks

Year	Qty	Manufacturer	Model	Unit Cost	Total Cost
2019	2	MACK	GU713	$ 223,273.00	$ 446,546.00

*NOTE: Total Cost to include delivery.

Delivery - 200 calendar days after receipt of contract.

Warranty: Parts - SEE ATTACHED months, Labor - SEE ATTACHED months Page#4

(Complete Page 4, Item #3, WARRANTY Offers & Costs, & attach a statement detailing coverage for parts and labor. Include all manufacturers' printed warranty information associated with the finished vehicle & its functions. (Note Section 3.22)).

DEVIATIONS FROM SPECIFICATIONS: Any deviation from these specifications must be documented and submitted with your proposal in detail on a separate form. If deviations are not documented completely, the bidder may be disqualified from consideration for an award.

2. Add Alternate

	Qty	Description	Cost
A.	1	Stainless Steel Saddle-mount Hydraulic Tank ILO of Painted Steel	$ 950.00

PRICING SHEET #3783, 2018 Plow Trucks - Two (2) Units

Vendor Name: Gabrielli Truck Sales	Date: 9/12/2017

3. WARRANTY Offers & Costs

	Description	Standard Warranty		Extended Warranty		Other Warranty After Treatment		100% Parts & Labor included? YES	
		# of years	Cost	# of years	Cost	# of years	Cost	Fill in: Yes or No	Comments
A.	Engine Mack	2	$ -0-	7	$4300.00	7	$ 950.00	YES	Not Included In Bid Price
B.	Transmission Allison	2	$ -0-	5	$ 1000.00		$	YES	Not Included In Bid Price
C.	Body	1	$ -0-		$		$		
D.	Body Components	1	$ -0-		$		$		
E.	Body Systems	1	$ -0-		$		$		
F.	Body Hydraulics	1	$ -0-		$		$		
G.	Plow Frame	1	$ --0-		$		$		
H.	Plow	1	$ -0-		$		$		
I.	Pre-Wet System	1	$ -0-		$		$		
J.	Liquid Tank	1	$ -0-		$		$		

PRICING SHEET #3783, 2018 Plow Trucks - Two (2) Units

Vendor Name: Gabrielli Truck Sales	**Date:** 9/12/2017

	Description	Standard Warranty		Extended Warranty		Other Warranty		100% Parts & Labor included?	
		# of years	Cost	# of years	Cost	# of years	Cost	Fill in: Yes or No	Comments
K.	Rear Axle	3	$ -0-	5	$ 850.00		$	Yes	Not Included in Bid Price
L.	Two Way Radio	1	$ -0-		$		$		
M.	GPS	1	$ -0-		$		$		
N.	Hoist cylinder	1	$ -0-		$		$		

Submitted by:

Print Name of Authorized Agent of Company	Christopher J. Stadler
Signature of Authorized Agent of Company	
Date	9/12/2017

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

Addendum #	. 1	Dated	. 8/22/17	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

NOTE: Delivered units must be built to city specifications & be fully operational at time of delivery.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made this 1st day of August 2017, by and between the CITY OF NORWALK, Connecticut, a political subdivision of the State of Connecticut (hereinafter referred to as the "City"), and Norwalk Land Development, LLC, a Delaware limited liability company with a place of business at c/o GGP, Inc., 110 N. Wacker Drive, Chicago, Illinois, acting herein by Gregory Lynch, its duly authorized Signatory (hereinafter to as the "Norwalk Land Development"). The City and Norwalk Land Development shall be jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, Norwalk Land Development has undertaken the redevelopment project involving North Water Street, West Avenue and Crescent Street, known as the SONO Collection Project (the "Project"); and

WHEREAS, the City has agreed to hire a professional engineering firm, CDM Smith, Inc. to perform construction management and construction inspection services in support of the Project (the "Professional Engineering Services"); and

WHEREAS, Norwalk Land Development has agreed to be responsible for the cost of such Professional Engineering Services in support of the Project and to deposit sufficient funds to pay the cost of the same into an escrow account maintained by the City; and

NOW, THEREFORE, in order to facilitate the orderly completion of the Project, the Parties have agreed that Norwalk Land Development will deposit into an escrow account to be held by the City those funds necessary for the performance of the Professional Engineering Services, subject to the terms and conditions set forth herein.

1. The Parties acknowledge that Norwalk Land Development has agreed to provide certified funds in the amount of **TWO HUNDRED FIFTEEN THOUSAND DOLLARS ($215,000.00)** to the City (hereinafter referred to as the "Escrow Funds"), which will be held in escrow by the City and used to pay the costs of the Professional Engineering Services described in the document entitled, "Scope of Work," attached hereto as **Exhibit A**, dated July 17, 2017. **The Parties acknowledge that the City shall not incur any expense related to the Professional Engineering Services unless (a) sufficient funds are on deposit in the designed escrow account and (b) the City obtains Norwalk Land Development, LLC's prior approval to a change to the Scope of Work, which approval shall not be unreasonably withheld or delayed.**

2. The City shall maintain the Escrow Funds in a separate escrow account (the "Escrow Account"); apply interest to the Escrow Account; and shall administer all Escrow Funds, together with any interest earned with respect thereto, in order to pay the expenses incurred in connection with the Professional Engineering Services. Such Escrow Funds will be allocated generally in accordance with the estimated budget attached hereto as **Exhibit B** and in compliance with the terms of this Escrow Agreement. If at any time the amount deposited as Escrow Funds are not sufficient to pay the costs of the Professional Engineering Services, Norwalk Land Development shall deposit such additional Escrow Funds as may be requested in writing, by the City.

3. The City shall maintain the Escrow Funds in a separate escrow account (the "Escrow Account"); apply interest to the Escrow Account; and shall administer all Escrow Funds, together with any interest earned with respect thereto, in order to pay the expenses incurred in performing the Professional Engineering Services in accordance with the Budget. Such Escrow Funds will be allocated in accordance with the Budget and in compliance with the terms of this Escrow Agreement. If at any time the amount deposited as Escrow Funds are not sufficient to pay the costs of the Professional Engineering Services, the Norwalk Land Development shall deposit such additional Escrow Funds as may be reasonably requested in writing, by the City.

4. The City acknowledges that the timely performance of the Professional Engineering Services is critical for the timely progress of the SONO Collection Project. Accordingly, the Parties agree that the Professional Engineering Services shall proceed in accordance with an agreed upon schedule in support of the Project.

5. Upon the completion of the Professional Engineering Services, all earned interest and unused principal amounts remaining in the Escrow Account will be paid out for the benefit of Norwalk Land Development and the escrow account will be closed.

6. The City shall not be liable to Norwalk Land Development, its officers, principals or agents, and the Norwalk Land Development hereby releases and agrees to hold harmless the City from and against any and all claims, damages, losses, or expenses which may be incurred as a result of any act or omission of the City, its employees, officials, or agents in connection with this Escrow Agreement or involving the Escrow Funds, except to the extent of the City's gross negligence or willful misconduct. The City shall not incur any liability in connection with this Agreement with respect to any action taken or omitted in good faith with respect to its duties and responsibilities under this Escrow Agreement, except to the extent of the City's gross negligence or willful misconduct. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement and shall not be limited for any reason.

7. This Escrow Agreement sets forth the exclusive duties of the Parties with respect to any and all matters pertinent hereto, and no implied duties or obligations to any party or any third party shall be read into or interpreted as a result of this Escrow Agreement.

8. The validity and interpretation of this Escrow Agreement and the sufficiency of each party's performance of its respective duties hereunder shall be governed by and construed in accordance with Connecticut law. Any action brought in connection with this Escrow Agreement shall be brought in Connecticut in the Judicial District of Stamford/Norwalk.

9. The City shall have no obligation to take any legal action in connection with this Escrow Agreement or regarding its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve it; nor shall it be obligated to incur any cost, expense, loss or liability in connection therewith.

(a) Notices, requests, demands, and other communications required or permitted under this Escrow Agreement shall be in writing and will be deemed given when actually delivered, or when sent by certified mail, postage prepaid with return receipt requested on the third day after mailing to the following addresses or such other address as a party may specify in writing to the other Parties pursuant hereto:

The City:	Director, Department of Public Works City of Norwalk 125 East Avenue, P.O. Box 5125 Norwalk, Connecticut 06856-5125
With a copy to:	Office of Corporation Counsel City of Norwalk 125 East Avenue, P.O. Box 5125 Norwalk, Connecticut 06856-5125
To Norwalk Land Development:	Norwalk Land Development, LLC c/o GGP, Inc. 110 N. Wacker Drive Chicago, IL Attn: Chief Legal Counsel
With a copy to:	GGP, Inc. 110 N. Wacker Drive Chicago, IL Attn: EVP - Anchors, Development & Construction

10. Other than as provided herein, this Escrow Agreement shall not be modified, revoked, amended, released, or terminated except upon the mutual consent of the Parties hereto, given in writing and executed by an authorized representative of each.

11. The City, acting as the Escrow Agent pursuant to this Agreement, undertakes to perform only such duties and responsibilities as are expressly set forth herein and no additional duties or obligations shall be implied in connection with the subject matter hereof.

12. This Escrow Agreement may be executed in several counterparts, each of which shall be deemed to be an original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement on the date first written above.

Signed, Sealed and Delivered
in the Presence of:

Sally Johnson
Witness

Witness

CITY OF NORWALK

By: Harry W. Rilling
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: 8/1/17

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

On this the 1st day of August, 2017 before me, Sally Johnson, the undersigned officer, personally appeared HARRY W. RILLING, who acknowledged himself to be the Mayor of the City of Norwalk, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Norwalk by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

~~Commissioner of Superior Court~~
Notary Public

SALLY JOHNSON
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2022

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

NORWALK LAND DEVELOPMENT, LLC

By:
Gregory Lynch
Its Authorized Signatory
Duly Authorized

Date Signed: 7/28/2017

STATE OF ILLINOIS)
) ss. Chicago
COUNTY OF COOK)

On this the 28th day of July, 2017, before me, Sherri Bradberry the undersigned officer, personally appeared GREGORY LYNCH, who acknowledged himself to be the authorized Signatory of NORWALK LAND DEVELOPMENT, LLC, a limited liability company, and that he, as such authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as authorized Signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
SHERRI BRADBERRY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 08, 2021

Sherri Bradberry
Commissioner of Superior Court
Notary Public

EXHIBIT

A

CDM Smith

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

July 17, 2017(Revised 7/18/17)

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

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

Dear Ms. Burns:

Thank you very much for asking us to consider supporting the City with CM and CEI oversight services for this significant project. CDM Smith has a long history of providing these services to municipalities including Norwalk. We will execute this assignment both for the coordination of utility relocation and to provide field oversight services on the City's behalf. Brian Farrelly will serve as the Project/Construction Manager and will lead the effort focusing on civil site inspection and overall execution of the services. CDM Smith will provide on-site representative services during the actual construction activities for inspection services. Project Management services will be provided as necessary.

We have executed similar type assignments, not only for local municipalities including Norwalk, Greenwich, New Haven, Hartford, as well as other agencies including the MDC, and greater New Haven Water Pollution Control Authority. We also bring a strong track record of FEMA Disaster Recovery experience should you require any specific expertise related to FEMA and HUD funding.

Scope of Services

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

CDM Smith's Project/Construction Manager, and/or Resident Inspector will attend regularly scheduled progress meetings representing the interest of the City and coordinate responses when necessary by the City staff. CDM Smith staff will provide the following services as they relate to City/State owned facilities:

- Coordination of approvals and RFI's and shop drawing reviews necessary by the Contractor from the City.
- Attendance at Project Meetings.
- Coordinate and assist the City in reviewing field changes, RFI's and City responses to requests of the Contractor.
- Monitor Contractor schedule in regards to public improvements and advise the City of changes, delays, and change requests.
- Monitor Contractor preparation of record drawings.
- Monitor requests for payments and invoices requiring reimbursement by the City, advise on the validity of the request.
- Maintain file of documentation between the Developer/Contractor, City and CDM Smith related to City required improvements.
- Monitor field and laboratory testing of materials related to City facilities not otherwise covered by other third party inspections. Assist the City in review and approvals according to specific requirements of the specifications.

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

I have included the resume of Mr. Farrelly for your consideration. Hourly rates for professional services as well as administrative and clerical support services would be as follows:

Project/Construction Manager/Principal	$230 per hour
On-Site Project Field Representative	$125 per hour
Senior Engineering Support (if required)	$156 per hour

Engineer (if required) $130 per hour

Administrative Services/Document Control $100 per hour

A budget estimate for services for the eighteen (18) months is as follows:

	Rate	Hours	Estimate
Project/Construction Manager/Principal	$230	112	$25,760
Resident Project Representative	$125	1308	$163,500
Senior Engineer	$156	24	$3,744
Engineer	$130	24	$3,120
Clerical Admin	$100	24	$2,400
Document Control	$100	24	$2,400
TOTAL		1516	$200,924

Direct costs associated with material testing, lab testing sampling and geotechnical are assumed to be the responsibility of the Developer, CM or City. We have assumed office space will be provided for our Resident Project Representative by the City. We have also assumed that traffic signal operational observations would be conducted by City Staff and that inspection of tie backs and soil nails will be inspected by others.

CDM Smith staff will sign in and out at the General Contractor's on-site office for all site visits to be billed under the project proposal.

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

CDM Smith

Very truly yours,

Paul F. Schmidt

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

EXHIBIT

B

EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on , 2017 between City of Norwalk, Ct. (OWNER) and CDM Smith Inc. Owners Representative(OR) for providing services. The following terms are used and shall also apply ENGINEER of Record, Tighe and Bond, (ENGINEER), Contractor shall mean Developer, Contractor CM or CM at Risk for providing professional services.

Owners OR shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist Owner in observing progress and quality of the work of Contractor, Developer and/or CM at Risk.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the OR shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, OR shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Constructor's work nor shall OR have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those described as follows:

A. General

RPR is City's agent at the site, will act as directed by and under the supervision of City, and will confer with City regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the Developer, CM at Risk and/or Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CM at Risk, Developer or Contractor. RPR shall generally communicate with OWNER and the Contractor, CM at Risk, or Developer.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with Owner concerning their acceptability.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and review/comment on minutes thereof.

3. *Safety Compliance*: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*

   a. Serve as Owner's liaison with Contractor and others, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist OWNER with the Contractor.

   b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Shop Drawings and Samples:*

   a. Receive Samples that are furnished at the site by Contractor, and notify Owner or Owners ENGINEER of Record the availability of Samples for examination.

   b. Advise Owner's ENGINEER of Record and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*

   a. Report to Owner and the Owner's ENGINEER of Record whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

   b. Inform the Owner and the ENGINEER of Record of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to ENGINEER for addressing such Work.

   c. Advise Owner and the ENGINEER of Record that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

   d. Consult with Contractor and Owner in advance of scheduled inspections, tests, and systems start-ups.

   e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Owner and ENGINEER of Record appropriate details relative to the test procedures and start-ups.

   f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.

7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER of Record.

9. *Records:*

a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER of Record clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER of Record.

c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. *Reports:*

a. Furnish to Owner periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Consult with Owner in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Review proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Owner Change Orders, Work Change Directives, and Field Orders.

d. Report immediately to OWNER the occurrence of any accident.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER of Record for review and forwarding to OWNER prior to final payment for the Work.

13. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to Owner concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. **Limitations of Authority by RPR**

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.

3. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

5. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.

6. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Owner.

NORWALK
The Sound of Connecticut

To: Bruce Chimento, Director of Public Works
Lisa Burns, Principal Engineer
Kathryn Hebert, DPW Administrative Services Manager
Robert Barron, Director of Management & Budgets
Chris Torre, Superintendant of Operations
Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: September 8, 2017

Re: MSW and Recycling Report – August 2017

	MSW Collection and Disposal			
Municipal Solid Waste (MSW)	**Previous FY: Aug-16**	**Current FY: Aug-17**	**Change**	**FY 17/18 Cumulative**
Curbside tonnage	1,340.59	1,297.96	-3.2%	2,546.97
MSW tonnage out	2,053.41	1,990.49	-3.1%	4,022.90
Transfer station operating fee	$65,625.00	$66,875.00	1.9%	$133,750.00
Transport and disposal fee	$178,646.67	$175,163.12	-1.9%	$354,015.20
Curbside collection fee	$90,053.17	$92,754.75	3.0%	$185,509.50
Total operating costs (less curbside)	$244,271.67	$242,038.12	-0.9%	$487,765.20

MSW Consolidated Budget	
FY 17/18 Budget	$3,968,057.00
Amount expended	$673,274.70
Percent remaining	83.0%

	Recycling Collection			
Recycling Collection	**Previous FY: Aug-16**	**Current FY: Aug-17**	**Change**	**FY 17/18 Cumulative**
Curbside tonnage	716.64	728.02	1.6%	1,401.17
Transfer station tonnage	54.11	44.73	-17.3%	85.84
Total monthly tonnage	770.75	772.75	0.3%	1,487.01
Curbside collection fee	$87,418.17	$90,040.75	3.0%	$180,081.50

Recycling Budget	
FY 17/18 Budget	$1,080,489.00
Amount expended	$180,081.50
Percent Remaining	83.3%

	MSW and Recycling Revenues			
MSW and Recycling Revenues	**Previous FY: Aug-16**	**Current FY: Aug-17**	**Change**	**FY 17/18 Cumulative**
Transfer station tip fees	$34,527.40	$35,658.65	3.3%	$71,796.65
Recycling revenue (curbside)	$12,541.20	$12,740.35	1.6%	$24,520.48
Recycling revenue (T.S.)	$946.93	$782.78	-17.3%	$1,502.20
Total revenues	$48,015.53	$49,181.78	2.4%	$97,819.33

A

NORWALK Public Works

TO: Public Work Committee

FROM: Connie Blair, Customer Service Manager

Cc: Bruce Chimento, Director of Public Works

SUBJECT: Customer Service Calls and Requests Sept. 1st – Sept. 28th
DATE: September 28, 2017

The Customer Service Center received 393 service calls with 336 requests for service related to Public Works. Listed are amounts of requests received in each Public Works category, what number of service requests remain in progress, and the number of requests completed.

Category:	**In Progress**	**Completed**	**Total**
Drainage Catch basin cleaning, and repair, culvert maintenance	*3*	7	11
Engineering Contractor trench, permit Inspections, paving	*37*	4	41
Landscaping Tree inspection and removal, tree pruning and cutbacks	*12*	37	49
Ordinance Enforcement Officer Illegal dumping, illegal signs, sidewalk litter	*18*	3	21
Road Potholes, curbing, and sidewalk repair	*10*	32	42
Solid Waste Recycling, garbage, stickered9 recycling and garbage	*4*	137	141
Traffic Signals, signs, sightlines issues	*11*	20	31
		Public Work Total Request	**336**

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