



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, March 1, 2022

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, February 1, 2022.
2. Authorized the Mayor, Harry W. Rilling, to enter into Maintenance Agreement No. 11.23-01(21) with the Connecticut Department of Transportation to maintain granite curbing, crosswalks, plantings, and other non-State standard appurtenances requested by the City and installed within the State Right-of-way as part of Encroachment Permit No. 3019477 issued to Norwalk Land Development, LLC.

3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 29, 2021 Agreement between the City of Norwalk and AI Engineers for Project No. DPW2021-1 On-Call Engineering Services. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$100,000.00, billable on an hourly basis with an option to extend for one (1) additional term for one (1) year.

Account No.	01 40 30 5258
	09 22 4021 5777 C0021
	09 21 4021 5777 C0234
	09 22 4021 5777 C0234
	09 22 4021 5777 C0315
	09 21 4021 5777 C0440
	09 22 4021 5777 C0440
	09 22 4021 5777 C0471
	09 17 4021 5777 C0526
	09 19 4021 5777 C0617
	09 20 4031 5777 C0617
	09 21 4021 5777 C0617
	09 22 4021 5777 C0617
	09 20 4027 5777 C0643
	09 21 4021 5777 C0643
	09 22 6030 5777 C0643
	09 21 6030 5777 C0365
	09 22 6030 5777 C0365
	09 22 6030 5777 C0367
	09 22 6030 5777 C0588
	09 20 6030 5777 C0657

4. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 29, 2021 Agreement between the City of Norwalk and Weston & Sampson Engineers, Inc. for Project No. DPW2021-1 On-Call Engineering Services. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$100,000.00, billable on an hourly basis with an option to extend for one (1) additional term for one (1) year.

Account No.	01 40 30 5258
	09 22 4021 5777 C0021
	09 21 4021 5777 C0234
	09 22 4021 5777 C0234
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	09 21 4021 5777 C0440
	09 22 4021 5777 C0440
	09 22 4021 5777 C0471
	09 17 4021 5777 C0526
	09 19 4021 5777 C0617
	09 20 4031 5777 C0617
	09 21 4021 5777 C0617
	09 22 4021 5777 C0617
	09 20 4027 5777 C0643
	09 21 4021 5777 C0643
	09 22 6030 5777 C0643
	09 21 6030 5777 C0365
	09 22 6030 5777 C0365
	09 22 6030 5777 C0367
	09 22 6030 5777 C0588
	09 20 6030 5777 C0657

5. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 29, 2021 Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project No. DPW2021-1 On-Call Engineering Services. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$100,000.00, billable on an hourly basis with an option to extend for one (1) additional term for one (1) year.

Account No. 01 40 30 5258
09 22 4021 5777 C0021
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09 20 4027 5777 C0643
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09 22 6030 5777 C0643
09 21 6030 5777 C0365
09 22 6030 5777 C0365
09 22 6030 5777 C0367
09 22 6030 5777 C0588
09 20 6030 5777 C0657

6. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the Agreement between the City of Norwalk and Freeman Companies dated February 27, 2019, to provide Professional Engineering Services for the Emergency Reconstruction of the Rowayton Avenue Bridge in accordance with scope of services Extra Work Order No. 4 "Bridge Preservation and Rehabilitation of City-Owned Bridges Reconstruction of Bridge No. 102-009 Rowayton Avenue over Keelers Brook" dated December 1, 2021 (copy included) for a sum not to exceed \$150,000.00.

Account No. 09 22 4021 5777 C0315

Information / Discussion

- A. Discussion
 - 1. Rowayton Avenue Bridge
 - 2. Winter Operations Report
- B. Tree Operations Report and Programming
- C. Monthly Solid Waste Report – January 2022
- D. Food Scrap Drop-Off Report – January 2022

Adjournment

Next Meeting:

Tuesday, April 5, 2022
Public Works Committee
7:00 P.M. Location TBD



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125 East Avenue, PO Box 5125
Room 225
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**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
February 1, 2022**

ATTENDANCE: Barbara Smyth, Chairwoman; Tom Keegan; Tom Livingston; Lisa Shanahan; Dominique Johnson; Nora Niedzielski-Eichner; Darlene Young

STAFF: Anthony Carr, Chief of Operations and Public Works; Vanessa Valadares, Principal Engineer; Drew Berndlmaier, Senior Civil Engineer; Paul Sotnik, Senior Civil Engineer; Jessica Paladino, Waste Programs Manager

OTHERS: Diane Revolus, Common Council Member; Diane Lauricella, Resident

The meeting was called to order at 7:01 p.m. A quorum was present.

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Chairwoman Smyth called to order the Public Works Committee meeting on Tuesday, February 1, 2022. She stated that the meeting is being done by video conference. She announced all the committee members by name. A quorum was present.

Chairwoman Smyth stated before they move on to the first order of business, she wanted to take a moment to acknowledge the great work from the Public Works Staff during the Saturday Snow Storm. She has been on this Committee for two (2) years now and it has been difficult to get down to see the operations and what's going on and that is because of one thing or another, particularly covid. She thanked Mr. Keegan for picking her up in his big jeep and getting her down to the Operations Center. She thanked Mr. Torre for the tour of the garage and all the

facilities and Mr. Carr for running a really tight ship and for arranging a ride along with her and Mr. Livingston. They rode with one of the City's plows and she said it was quite an experience. She thanked Brian who is her plow driver and Bob the supervisor as well. She said she has seen, for years, what a great job Public Works does and the snow crews. It was a wonderful experience to see how hard they've been working and what a great job they're doing firsthand.

Mr. Livingston said he wants to echo that. He has been on the Committee for almost seven (7) years and had never done a ride along until last weekend. He said one of the biggest things residents see and complain about or what they used to complain about, how they plow the snow and how they take care of it. He rode with a driver by the name of Fred DeVilla and met his foreman, Jose Ortiz. He said they are very professional people. He mentioned the care and attention to detail that Freddie put into it and it was just remarkable. Freddie knew the route and the kids on the route and how long they been there. While driving he noticed that they always plowed on the side with the traffic generally and there was a street he was going down, and he was plowing on the other side and he asked Freddie why is this different and he said it is different because this side has driveways and the other doesn't. Freddie was taking extraordinary care to move the snow away from the driveways wherever he could during the entire route. He said it was amazing and he is proud of them and thankful they have them doing it because they do such a tremendous job and it's just remarkable. He thanked them for all of their hard work. He thanked Mr. Carr and his staff and said it is just a great team.

Mr. Carr said thank you very much.

Chairwoman Smyth added that when she was in the plow with Brian, he drove around quite awhile before he could find a street that really needed to be plowed because the team had done such a good job already.

Mr. Livingston added that the technology in the trucks is amazing. He said they know where every truck is, where it's been, how much salt it's putting down, how much sand, the speed it's going and it's amazing. He said he doesn't want to over burden the staff with Council Members riding along but it is worth it.

Ms. Young stated there were former Council Members who took advantage of the same opportunity and had the same praise for DPW Staff and she thinks it's one of the requirements for leadership or whoever is part of heading this Committee moving forward because you get a very different perspective on the work that needs to be done that gets done every day in the City and folks want to complain about but they don't know all the intricacies of how DPW does their job. She commended Chairwoman Smyth and Mr. Livingston for going on the ride along and she thinks that is something that needs to continue. She said they sit on the other side and talk about things but when you can actually experience what the workers are going through and how well they do their job as a City it's a very different experience. She would also like to go on a ride along but don't want to burden them but thinks it's a really fantastic thing because they seem very happy about having that experience. She thanked them for doing it and sharing.

Chairwoman Smyth said it was a learning experience and she sits on the WPCA (Water Pollution Control Authority) and that is all new to her as well. She said that Ralph Kolb was at the

Operations Center on Saturday and he went through every aspect of the digital screen that shows the actual process that all the water goes through before it is released into the river which was just terrific. She said getting a tour of the plant is on her agenda. Chairwoman Smyth complimented Mr. Carr on his great staff/team.

Mr. Keegan said they had an unusual circumstance present itself this morning so he reached out to Mr. Torre and asked for help and he and Chief Carr's guys went out and they were able to assist one of his constituents in District D and he just wants to publicly thank Chief Carr and the whole team. He said there is a reason why they call them public works because they do work real hard for them. They are public works and he is very proud to be a small part of it. Kudos to you and your team, they are just great.

Mr. Carr thanked him.

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.)

Diane Lauricella began by saying the snow plowing praise is well deserved. She greeted the members and told them she does not have covid but the flu. She asked for a correction in the minutes and understood why it was misconstrued possibly due to the articulation and the recording of the word, she said it is WIN Waste and not Wind Waste. She asked that the Committee approve item #5 the National Fish and Wildlife Five-Star Urban Waters Restoration. She has participated in those types of grants before in her work on the Norwalk River years ago. She said also with the Housatonic, the H2H and NRW and all of the Tree Alliance, she thinks that is terrific and will be a terrific program. She is very happy that Helpsy is going to be engaged. Two (2) years ago, February 2020, she made a presentation with an Ad Hoc Norwalk Zero Waste Committee that she continues to head up. They asked for a textile curbside program for simple recycling stopped operating at the time due to covid they are back in Connecticut, however she feels Helpsy has a better model. She asked that it doesn't become just a pilot program. The City of Stamford has been doing this and they are a larger city than Norwalk and Helpsy also done work in Cambridge and Boston and she thinks they are a proven entity and they need to spend more time on environmental education. She said she knows others would love to help Ms. Paladino and others get the word out in a much more robust way than just the website. She asked that the Committee considers it not to be a pilot program but roll it out perhaps district by district to make it more manageable. Pilot programs are only needed when they are new technologies or unusual situations. People have been throwing their clothes either in a dumpster or in a donation. She doesn't think this would be a big ask of the public and thinks the public could handle a more robust program because they are in a waste crisis. She said eventually it would save money for the City of Norwalk and the taxpayers because it is heavy and takes up enough of their typical trash dumpster. She thanked them for all of the programs. She asked again that they not make it a pilot program and if it takes a little more work, she asked if they could go back to the drawing board and make this an entire City program.

Chairwoman Smyth thanked Ms. Lauricella. There were no other public participants and public input was closed at 7:13p.m.

NEW BUSINESS

1. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, JANUARY 4, 2022.

Ms. Shanahan had a few revisions to the minutes. On page 16 3rd paragraph under Information/Discussion Item B change “Ms. Shanahan had a concern about some of the types of treatments that are used are herbicides and she wants to know what types are being used, why they are being used and whether there is notification of likely homeowners. She said that they have watersheds that run right into Long Island Sound and that is a very big concern for them”, to Ms. Shanahan had a concern about some of the types of tree maintenance programs that include the use of herbicides. She wants to know what types of herbicides are being used, why they are being used, and whether there is notification of the use to affected homeowners. She said that Norwalk has many watershed that run right into Long Island Sound and the use of herbicides is a very big concern for the City”.

Page 16, 7th paragraph under Information/Discussion Item B change “Ms. Shanahan asked if this is something the homeowners can know that it’s been put in any vicinity of their homes”, to Ms. Shanahan asked if homeowners can be notified to the use of herbicides in the vicinity of their homes”.

Page 17, 3rd paragraph, under Information/Discussion Item B change “Mr. Berg said he is looking at the literature right now and it shows the product pathfinder on the literature, and he would have to look at the active ingredient to be certain that it is a glyphosate product. He said it very well may not be, but it is pathfinder two is the product that is being used”, to Mr. Berg said he is looking at the literature right now and it shows the product is called Pathfinder on the literature, and he would have to look at the active ingredient to be certain that it is a glyphosate product. He said it very well may not be, but it is Pathfinder Two is the product that is being used”.

Page 21, 6th paragraph, under Information/Discussion Item B change “Ms. Shanahan also agreed with Ms. Young. She said that she would like to coordinate with Mr. Sotnik on inviting other organizations to the Tree Advisory Committee meeting knowing that this presentation will be happening”, to “Ms. Shanahan also agreed with Ms. Young. She said that she would like to coordinate with Mr. Sotnik on inviting other conservation organizations to the Tree Advisory Committee meeting to let them know that this presentation by Eversource will be happening”.

Ms. Johnson also had a change. She said it didn’t quite capture what she was trying to convey. On page 20, 7th paragraph under Information/Discussion Item B change “Ms. Johnson said she is going to remove herself from this because she is not looking for a direct line but for the residents who may not know and they show up, there could be a resident very upset”, to “Ms. Johnson said that she would like to remove herself as an example from this

because she is not looking for a direct line but for the residents who may not know and they show up, there could be a resident very upset”.

****MS. SHANAHAN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY AS AMENDED**

2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc., for Professional Engineering Services for the Project 4177/DRG2022-1 Design and Permitting for Lockwood Lane & Heather Lane Storm Drainage Improvements, on an hourly basis, for a sum not to exceed \$ 256,000.00.

Account No. 09 22 4021 5777 C0440
01 40 30 5258

Mr. Carr reported on this. He said there is a lot of history and gave a synopsis. There was a drainage study completed in the area on or around Heather's Lane to about the Norwalk River in 2007 by Tighe and Bond. In 2012, the City completed the recommendations to that study to improve the drainage system and reduce flooding. As part of those recommendations there was a project that was recommended for construction and half of that project was constructed in 2012. The limits of that project were approximately from 21 Lockwood Lane down to the Norwalk River, so the upstream half from 21 Lockwood Lane towards East towards George and Heather's Lane was not completed. He said with the flooding in that area, it is a DPW problem spot. Following Tropical Storm Elsa and Ida and having that in their database, there have been numerous inquiries to the City of Norwalk, Department of Public Works to rectify the situation, complete the project and further investigate the drainage. He and his staff looked at the projects city-wide and he learned about the history and the background that half of the work was completed. The other half was not completed due to capital funding shortages. A request for proposals went out to finish basically the second half of the project. Tighe & Bond was the successful proposer they received. They received two (2) proposals and one (1) proposal was double in price. Tighe & Bond was the lower bid at \$256,000 and that essentially gets them the design work that's needed to prepare construction bid documents, project specifications and drawings for contractor bidding to complete that upstream half. He said this is a hot spot, a known trouble area. They couldn't finish it the first time. They will be using ARPA funding for the design of the construction bid documents. At this point, it is unsure if they will have funding available for the construction. He said they did the original drainage study in 2007 for the entire area.

****MR. LIVINGSTON MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

3. Authorize the Mayor, Harry W. Rilling, to execute a no-cost Agreement between the City of Norwalk and HELPSY, for curbside collection of textiles in the City of Norwalk.

Mr. Carr reported on this. He said the hardest thing to get new programs introduced and implemented is the wind-up, public outreach, interest, money and capital and the operating expenses. Once the project is in, it can be hard to take it off the books. He said the heart of the lift is getting it on the books so when they say pilot program, it's just because the

program is in its inception. He mentioned the Food Scrap Program and how it began as a pilot and has been operating for two (2) years now. At some point they will remove the word pilot. He explained that often times the word pilot is left on because it gives them a little more flexibility with the vendor and it basically lets the public know that it is a new program. Residents are not encouraged to call Customer Service but he realizes that may happen. Once everyone is acclimated to the new system, people will know how to contact Helpsy directly with any pickup or collection issues. They will remove the word pilot at some and that is not a finite point in time. He said he has seen pilot programs last from one (1) to four (4) years and he very much hopes it becomes a permanent program.

Mr. Livingston stated that he reviewed the presentation and did not see the word pilot and asked if he was missing something.

Mr. Carr responded he wasn't. He said in passing, it may have been in emails or when he or his staff verbally described it at the last council meeting. The word pilot is certainly not on the agreement between Helpsy and the City of Norwalk. It is also not going to be called a pilot program on the City's website either. He said sometimes in passing that term comes up.

Mr. Livingston wanted to know what the initial term is projected to be.

Mr. Carr answered the initial contractual, the no cost contract, is one (1) year. He referred to Ms. Paladino for clarification.

Ms. Paladino stated Mr. Carr is correct. She said it is for one (1) year with the option of terminating it if either party needs to and/or extending it year by year.

Ms. Shanahan said assuming this gets passed by Council in the next week or two, when will it start.

Mr. Carr responded once Council passes then about 10 to 14 days, the Law Department generally prepares a contract for execution by both parties, the Mayor and Helpsy, once Helpsy has the executed contract it would be approximately six (6) to eight (8) weeks roll out after that.

Ms. Paladino agreed with the timeline. She said they were looking early Spring to launch the program, start advertising and reaching out to the public.

Ms. Shanahan said her district will help and reach out to the neighborhood associations to let them know.

Chairwoman Smyth is thrilled about this. She said the number of sweaters, blankets and things like that she had to throw away because her dog chewed a hole in them and they're perfectly good but she can't donate them or do anything with them.

Ms. Paladino said that the Transfer Station has bins that you could bring items like that to.

Chairwoman Smyth forgot about the bins at the Transfer Station and said she has not taken advantage of that but now with curbside it will be better.

****MS. SHANAHAN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

4. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the April 13, 2021 Agreement between the City of Norwalk and The Grasso Companies, LLC. for Project PM2021-1 Pavement Management Program. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$1,535,029.39, with an option of a potential amendment, after the new fiscal year funds become available.

Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021
09 21 4027 5777 C0302
09 22 4021 5777 C0302
09 20 4021 5777 C0503
09 21 4021 5777 C0503
09 22 4021 5777 C0503
09 20 4021 5777 C0649
09 22 4021 5777 C0649
09 19 4021 5777 C0318
09 21 4021 5777 C0318
03 00 00 2602

Ms. Valadares said this is the first extension of the paving contract. They had the bid out last year and they have the option to extend Grasso's Contract for two (2) periods of one (1) year. They are about to finish that one (1) year and now it's time for the extension. She said the paving program runs on a calendar year and the funds run on a fiscal year. It was never an issue in the past. She said they usually come before the Committee around this time of year to approve the contract and the funds become available in July, they go back for an amendment to the contract to add the extra streets to pave. She said this is exactly the same thing. They do not have enough funds in the account to put all the streets that they are planning to pave under that one-year extension. They will come back in June to request the addition of the fy23 account and the remaining of the funds to finish what they are planning to do this year. This is still part of the first-year extension but there will be an amendment because of the funds. Next year, if both parties agree, they will go back for a second extension and again they will have an amendment. Last year they spent about 3.5 million dollars on the year contract and they have now 1.5 million in the account and they will go back depending on the roads they still have left which is closer to 2 million dollars. Ms. Valadares said the whole department has done a very good job this year. The whole team brainstormed for many hours to see how they can be extremely efficient this year and try to complete the three (3) operations at the same time, drainage, sidewalk and paving. They came up with a list. The plants open in April so the funds they have, have to bring them from April to June which are the streets you may be seeing now. She said some of them may slide to July but they want to be sure that it is already part of this contract that they are giving to

them. They did not make a change order item that they usually make for 10% because they are trying to put everything in the contract based on the funds that they have in the account. The Committee will see the amendment with the change order in case they have something extra they could do at the end of the year.

****MR. KEEGAN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

5. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for the National Fish and Wildlife Foundation – Five Star and Urban Waters Restoration grant related to the City of Norwalk participation as a partner in the grant.

Mr. Carr gave a brief high-level overview before turning it over to Ms. Shanahan. He said Ms. Shanahan, Ms. Washer and the Norwalk River Watershed Association and Land Trust put a lot of time into this. He said grants are never easy. Mr. Carr and his staff are applying for several grants, one (1) of them related to climate change and trees and pollenated pathways and then there is a third. He said the grants take time and they are not always awarded. This grant is a U.S. Fish and Wildlife Grant, the grantee was a student working with H2H which is also part of the Hudson to Housatonic Corridor and that is where they get the H2H from. U.S. Fish and Wildlife service is the top tier. The grantee that will manage the grant will be the grant administrator is H2H and all the other participants are called lower tier participants and those include the Norwalk Land Trust, Tree Advisory Committee, City of Norwalk Departments like Recreation and Parks, Engineering, Tree Alliance and others. This is a \$50,000 grant. It is a one-to-one match meaning if they receive \$50,000, they have to match \$50,000 in in-kind services. They were able to do better than that and matched about \$74,000 so they gave more than they took. Staff put a lot of work into this as well as Ms. Shanahan and Ms. Washer. Out of the \$50,000, \$10,000 is earmarked for ten trees at approximately \$1,000 each which would be paid out of the Almstead Tree contract to be planted at Woodard Park. He said they are working with Ms. Shanahan, Ms. Washer, and others to situate and plant those trees. He commended his staff for working with everyone and he also commended Ms. Washer and Councilwoman Shanahan for taking the lead.

Ms. Shanahan thanked Mr. Carr, Mr. Sotnik and Mr. Torre for all their hard work on this project. This was her first introduction to Norwalk's Public Works Department, and they gave her the impression that Norwalk wants to say yes first because they had a big ask. They needed to have matching funds and the City was responsive and assisted them in finding a way to make it work and support them on this. Ms. Shanahan thanked the Department of Public Works for showing up and agreeing to dig holes for all of those trees and helping with the planting. She said they have a couple of more grants in the works, and she is excited about that. She said their Public Works Department is about getting to yes first and she expressed her appreciation to Mr. Carr and Mr. Sotnik and Mr. Torre for doing all the heavy work such as digging holes. She said Ms. Washer is a force of nature in the City of Norwalk and she has her fingerprints on so much good work that is going on. She said they are delighted that they were able to get this started. They were on the telephone today with the Norwalk Tree Alliance and Norwalk Land Trust comes on board later in the week. Ms. Young was also helpful in this project. A lot of the work will be done in the Woodward Park area and the idea is to try to connect Woodward Park and Oyster Shell Park and bring trees

and greenery in a part of Norwalk that really needs it. She thanked Ms. Young for meeting Ms. Walsh and herself at Woodward Park at least twice.

Chairwoman Smyth thanked Ms. Shanahan for working on this and bringing it to the Public Works Committee.

Mr. Livingston thanked Ms. Shanahan for doing this. He also thanked Ms. Washer as well. He recognized all the hard work that was put into this and he is very appreciative of their efforts. He thanked Mr. Carr and staff for being so accommodating and putting in so much work as well. He thinks this is really great and thanked everyone again for bringing it to the City and doing the work.

Ms. Young thanked everyone as well. She said to Ms. Shanahan and Ms. Washer, we clearly know where your passion lies and it is so good to have an opportunity to see things happen. She said it takes time and dedication and they are moving forward and she just appreciates their efforts.

Chairwoman Smyth pointed out that the City is benefitting in so many areas from this project. She said they are focused on Public Works with the 10 trees but there's also going to be restoration work done. One of the things that the Tree Alliance is doing is a Tree School, an outdoor classroom management, reduction in storm water. So many benefits for Norwalk through these grants.

****MS. SHANAHAN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

6. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement between the City of Norwalk and Tighe & Bond, Inc., for Construction Inspection/Observation Services, to extend the agreement for the first of two optional additional terms, of one (1) year, billable on an hourly basis, for an amount not to exceed \$200,000.00.

Account No. 09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 20 4062 5777 C0361
09 22 4062 5777 C0361
09 19 4021 5777 C0021
09 20 4021 5777 C0021
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09 22 4021 5777 C0021
09 14 4021 5799 C0315
09 22 4021 5777 C0315
09 19 4021 5777 C0318
09 21 4021 5777 C0318
09 22 4021 5777 C0318

Mr. Carr reported on this. He said that they have been working with Tighe & Bond for quite a bit on Construction/Observation Services. Tighe & Bond have been doing extremely well,

they're very competent, sound and fair with prices. There haven't been any quality control issues. They have been extremely responsive to when they need them to go from project to project. He said their capital project list is growing and there are a lot of things that come up in between. This is an amendment for the first of one (1) two years and they get up to two (2) year extension so they're requesting the Committee's and then Mayor's authorization to execute the first of two (2) extensions. They will oversee a variety of projects.

Ms. Valadares added that this is for inspection services on the major projects they have going on throughout the year. She said usually they have one (1) person with the paving crew at all times, and also they move them around to cover sidewalks or drainage when needed. This year, they will probably need their help to cover some of the drainage projects at Dreamy Hollow. She said last year they had more money in their contract, this extension they realized they didn't use as much so they are going with a smaller amount but believe it will be enough to cover them for the year.

Mr. Livingston asked if this is because they always have a hard time hiring engineers or is this just a more efficient way of doing this or both.

Ms. Valadares answered that she has a full staff now. She said unless they open new positions, they will still need it. They use a lot of people to cover the ground during the construction season. They use interns they hire during the Summer and they need people to be there at all times during construction so they can make sure everything is being built as per their specs and standards. She said this is really two (2) extra hands that they need. She said they do not have the positions to hire as full-time employees and that is why they go out for this which may also be cheaper because they are used as needed. This converts two (2) inspectors, one (1) for most of the year and the second is usually needed on the months that they are the busiest.

Chairwoman Smyth said this is a bit of a change from what you were saying a few years ago. She wants to confirm that they are actually saving money now by doing it this way as opposed to having someone on staff.

Ms. Valadares said now the engineering market is extremely high. She said it changes all the time. Two (2) to three (3) years ago or more this was more expensive but they could have hired people on a lower rate now what the public sector is paying isn't attractive anymore and they are seeing that big companies are stealing engineers from other companies and the salaries are much more higher. She said now with all the change supply issues with the construction being so high they will not be able to fill a position. She said the person that they have is very experienced, not fresh out of college or one (1) that was just trained to become an inspector. Ms. Valadares continued that the person they are working with now has been working for them for a few seasons and has all the credentials and very experienced. She said to hire someone at his level would be very expensive.

Mr. Carr added that having an independent inspector helps the City and protects them and in some instances serves as a buffer. He gave an example to the Committee. He said they are a third party that is independently licensed. It provides an outside perspective of third-party

expertise and it helps buffer the City and gives them time to think about things as they're moving dynamically and it gives them ability to oversee more projects.

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

Information / Discussion

A. Discussion

No report on this item

B. Tree Operations Report and Programming

1. 2022 Tree City USA Recertification and Growth Award Application Information

Mr. Carr said they are a Tree City and this is the Eighteenth year if they recertify, which he is sure they will. There are two (2) components of this item. He said it is a big deal to be a Tree City especially with all the effort being made to preserve the tree canopy and expand it. The recertification applications can be intense. The growth award is to show that you have an existing tree program and it is growing and there is a certain amount of points you need to show growth and that number is 10 and they received a 13 and that is shown in different areas such as enhancing existing ordinances and introducing new ones. Expanding the program by planting more trees than the last. He looked at the application because he had to review it and felt it to be pretty robust for the recertification and growth award. The review took a lot longer than anticipated but they gave it the attention it deserves and Mr. Sotnik worked very diligently and quantified right down to the penny, the program which is very important for these applications.

Ms. Valadares said they want to bring their attention to everything the Public Works Department accomplishes and this program is one (1) of them. She said they are also the ones that applied for these grants and asked Mr. Sotnik to explain the difference between the Tree City Recertification and the Growth Award. She said it may be a couple of months before they receive notification of the award or not.

Mr. Sotnik said that basically the Tree City USA Recertification is something they do every year. He said that the memo reads 2021 and that is correct, it is the end of fiscal year 2021. There is a variety of information that has to be included and it is a full digital application. Everything has to be uploaded to the website for the Arbor Day Foundation. He put together the budgets of what they propose to spend on the budget and then what we actually end up spending is the number that gets put in. He said they want to know the population of Norwalk as well. He said they have to spend \$2 per capita and they have to have a Tree Ordinance, Arbor Day Celebration, an affiliation with a 501c3 tree organization and the Norwalk Tree Alliance is that body and they work with grants and a variety of other things. When they put all the numbers together of all of the different categories and they give you specific categories they all total between the City Parks and Rec and different City Organizations and the 501c3 organization all together with the time, volunteer time, it came out to \$803,455, basically \$9.10 per capita and they only need \$2. The number is a little down from previous years because sites were closed during covid

which delayed the disposals of some of the trees, but everything spent on trees counts toward that number. They want to know what was done for the community management of trees, how many trees were planted between all of those organizations which ended up being 171 total trees planted in that time period. 290 trees were pruned and 110 trees were removed by the City. The growth award is basically expanding your programs and there are 87 different categories that fall under five different areas; building your team, measuring the trees and forest, planning the work, performing, and community framework. They established a new tree list when they put out the new tree contract. He explained how they received their points for the grant. He said he picked an extra category when applying for the grant just in case there was something they may not have liked. He said they should be notified around Arbor Day if they received the grants or not. He said after July 1st, which was not eligible in this package, with passing the new ordinance and the revisions and some of the other things, said he probably have close to 20 points for next year.

Chairwoman Smyth thanked Mr. Sotnik and stated that he always goes above and beyond well done.

Mr. Livingston thanked Mr. Sotnik and the team for doing all of this. He said there is a lot of information for this but also a lot of work involved in doing this. He really appreciates all the effort that they have put into this and it really shows. 20 points next year and the following will be 30. He thanked them again.

Ms. Shanahan thanked Mr. Sotnik for all the times she would call him up about trees and Mr. Carr for allowing her to call Mr. Sotnik and Mr. Torre about trees. She said that they have really gone above and beyond and this was a big heavy lift this year on the tree summit that she and Mr. Carr pulled together in May. She said it was a lot of work and she enjoyed every minute and thanked Mr. Carr for being such a good partner on that. She told Mr. Sotnik that she knows how much work goes into it and it is so obvious with all of the numbers so she appreciate that and once again the Public Works Department is supporting this really important initiative for Norwalk to bring more trees to a City that desperately needs them. She appreciates all of the support when they do call about keeping trees in the ground and putting more of them there.

Chairwoman Smyth added since the talk about the tree canopy about a year or two ago, they have all made such great concerted effort to improve upon that. She said last summer with all of the storms they had, even people not known to be environmentalist and tree huggers, have really become aware that climate change is here and is being dealt with and trees are part of the solution and that is something everyone can get behind.

C. Monthly Solid Waste Report – December 2021

Mr. Carr reported on this. He said less garbage is going out compared to the same time last year. Garbage is the municipal solid waste (MSW). Recycling numbers are down which means revenue is down. They are the only City in the State of Connecticut that receives a

revenue for recycling on a pro tonnage basis under their existing agreement with City Carting which expires June 30, 2023 for the operation of their Crescent Street Transfer Station for the collection and disposal of the recycling and City garbage. They are paid \$17.50 revenue under the recycling contract. He said it is very likely that once they open this up to an RFP and get a new vendor that will change and become an expense. In fiscal year 2024, they are going to have to start budgeting for that. Mr. Carr asked Ms. Paladino to give an overview of the report for the new Committee members.

Ms. Paladino said the report compares the month of December 2021 to the month of December 2020. December 2020 was the height of the pandemic and they were really seeing huge increases in numbers, both in garbage and recycling. The fact that they are 10% to 15% lower now last month is really a testament of how high they were in December 2020.

Mr. Livingston asked if that means they are going back to “normal”.

Ms. Paladino said they are closer to a normal. She said what they are seeing is still a little bit higher than what they were pre-pandemic normal because people are still working from home and there is a work-life balance that's more at home so their numbers are slightly higher.

Mr. Livingston stated that people are pretty much cleaning out their closets but they're still working at home.

Ms. Paladino said they are leveling out probably to the new normal. Under MSW which is City garbage, curbside tonnage is the tonnage collected in the Fourth Taxing District by City Carting, under that contract that is expiring next year. The MSW tonnage out are the tractor trailers that you see leaving the Transfer Station that have been loaded with the MSW off the tipping floor and brought up to the burn plan. The Transfer Station operating fee is the cost of the monthly operation fee that City Carting charges them to operate the facility as well as haul the MSW out. The transportation and disposal fee is that cost of \$95 a ton that they are paying for the MSW to be hauled and then incinerated. The curbside collection fee is the fee for the Fourth Taxing District collection of garbage. Recycling collection numbers: the curbside tonnage is the City Carting collection curbside so not only do residents have toters, they also have the availability for buildings or small condos associations to have dumpsters. She said that is all the curbside collection that City Carting does citywide. The Transfer Station tonnage is the compactors that is on site at the Transfer Station for both cardboard and single stream as well as the hard plastic container. They are paid \$17.50 for all of that tonnage that comes into the Transfer Station. Curbside collection fee for recycling is what they pay City Carting on a monthly basis to collect that recycling citywide. Their Transfer Station tip fees is what the City receives for garbage that is dumped at the Norwalk Transfer Station. She said there are no other fees that they would accept at the Norwalk Transfer Station and that does not include the cost to dispose of air conditioners, tires, and certain batteries and things like that. This is only for the disposal of garbage. The recycling revenue curbside is based on the tonnage from what City Carting collects curbside in their trucks and then the recycling revenue from the

Transfer Station are those three (3) items, the single stream, cardboard and the hard plastic.

Chairwoman Smyth thanked Ms. Paladino.

Ms. Johnson asked Ms. Paladino what she thought may be a long term approach to this diminished revenue from the recycling. She asked if that is something they should be concerned about or is it a pattern they see emerging that they may need to address.

Ms. Paladino answered that she thinks the diminished recycling for the month of December 2021 is just them getting back to what was normal about that same time. She doesn't see a problem with those numbers sort of leveling back out to where they were.

Ms. Johnson said that there has been some talk in the press about recycling and in a way that may potentially have a negative effect.

Ms. Paladino said that they will see a swing once they put out the RFP for recycling after June 2023 and what they are seeing now is a lot of the contracts are sort of a sliding scale. They paying for one (1) type of recycling but they're not paying for another. She said there are a lot of different contracts out there and she named a few.

Ms. Johnson thanked her.

D. Food Scrap Drop-Off Report – December 2021

Mr. Carr reported on this. He said the report does say pilot at the top. This is the second year of the food scrap drop off. They have two (2) locations, Crescent Street Transfer Station and Rowayton Community Center. He said when they finished the initial pilot year, the first year which was last year, the amount of volume was split roughly 65% going to Rowayton Community Center and 35% going to the Transfer Station. He said the tonnage was approximately 55 tons of food scrap removed from the municipal waste stream which would have been MSW or City garbage. This year the numbers are trending pretty similarly. They received 70% from Rowayton Community Center and 30% from the Transfer Station as of today which basically is about 40 tons. He said they are approaching that 100 ton mark which is about 200,000 pounds of food scraps so almost a quarter million of tonnage. He thinks this program is thriving and will do more so once the third location is introduced which will be at Cranberry Park. They applied for two (2) grants different compost organizations but were denied in October for \$15,000 each so they included that amount into the operating budget request knowing they might get denied. He said assuming that doesn't get taken out of the budget or reduced, they will be able to expand and introduce the location after July 1, 2022 which will be Cranberry Park barring any unforeseen changes to the plan.

Chairwoman Smyth agreed with Mr. Carr about the program increasing once the third location is open. She said she thinks a lot of people are like her in a sense that they may not think to drop off at the Transfer Station or Rowayton Community Center but if they are able to drop off food scraps at Cranberry Park which she visits on a regular basis that would be great and she thinks it would increase as well.

Ms. Shanahan asked about the numbers for 2021-2022, she said it looks like 40 tons and wanted to know if that was through December 31, 2021 or January 31, 2022.

Mr. Carr said it is up until December 31, 2021.

Ms. Paladino agreed.

Ms. Shanahan said it looks like they are actually collecting even more than they did last year and she is hoping that they keep that in the budget because she worries it will become more and more expensive. She asked if there was ever a place where the tipping fees we're paying for regular garbage is kind of being offset to some degree or any impact at all, is that part of the narrative.

Mr. Carr said it is from a sustainability aspect yes there are a lot of pluses but fiscally they are paying \$95 a ton to get rid of the garbage MSW so they have proven that they have taken \$95 tons of MSW out so they are not paying \$95 a ton on that which is fantastic instead they're paying from \$110 to \$150 a ton so they are paying more to get rid of the food scraps. He said the industry standard is \$120 to \$150 a ton. He asked Ms. Paladino to speak to that.

Ms. Paladino said they are paying a sliding scale because it is based on the number of toters that they have and the weight of the toters. She said there is a flat fee of \$65 for the pickup and then it's \$5 a toter for the small toters and \$10 a toter for the large toters. Rowayton had switched to the large toters or the 65 gallon toters a few months ago, the Norwalk Transfer Station, right after the pumpkins switched over to the large toters there as well. Each location is now \$10 per toter. So that is sort of how the sliding scale of the cost per ton is based on the number of toters that is picked up at each time that it is picked up. The price point is anywhere from \$115 to \$150 based on the number of toters that they are picking up, each time they pick up. She said the increase on the report is also because of the November collection of pumpkins. They did not account for that in the last fiscal year. That jump in tonnage are those pumpkins.

Ms. Young asked about recycling and what to do with a box full of campaign signs. She said over the weekend she was trying to figure out if she should throw them in the garbage or not. The suggestion she received was to not dispose of them, if it could be avoided and to kind of upcycle or recycle them. She was given examples of how to do that for instance an artist could use them to create something or spray paint them and reuse them or even donate them. She wants to know how to dispose the signs.

Mr. Livingston told her to run again.

Chairwoman Smyth said that is a valid question.

Ms. Paladino said the metal stanchions can either be reused or recycled and metal is a very good commodity for recycling. Unfortunately, the signs themselves are paper that is probably laminated in plastic. That would be the hardest thing to recycle. She suggested upcycling or reuse would be great. Donating to a school to see if they can use them for

announcements for school events or a community center. She said she can dig in to see if they can actually be recycled but off the top of her head she doesn't think they can be.

Mr. Carr reverted back to the beginning of the meeting with the plow rides. He thanked everyone that came along for the plow rides. He said that there was one (1) complaint to the Mayor's Office about a mailbox that was damaged which happens. He said a claim is filed and they are typically paid out or the box would be replaced. It was also said that the plows were going really fast so he asked Mr. Torre to pull up the gps on the plow trucks. The gps system is called Fleet Complete. They watch and monitor the storm for liability purposes and progress. That particular driver was in that location three (3) different times and the speed was 24mp at 10:30am, 25mph at one something in the afternoon and 24mph around 3:40pm. He said and that is from a 30mph speed limit but often times from the house it does look like they are going quickly. It could look like they are going faster than that when decelerating around a curve. He said generally they go about 20 to 30mph. He thanked them for their support.

Adjournment

**MS. YOUNG MOTIONED TO ADJOURN
MOTION PASSED UNANIMOUSLY
MEETING ADJOURNED AT 8:25P.M.**

Next Meeting:

**Tuesday, March 1, 2022
Public Works Committee
7:00 P.M. Location TBD**

MAINTENANCE AGREEMENT

Between

THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

and

THE CITY OF NORWALK

ROUTE: I-95 Ramps CITY: NORWALK DISTRICT: 3

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , A.D., 2021, by and between the State of Connecticut, Department of Transportation, Joseph J. Giulietti, Commissioner, acting herein by Richard Reagan, Transportation Maintenance Administrator, Bureau of Highway Operations, Department of Transportation, duly authorized, hereinafter referred to as the "State", and the City of Norwalk, having its principal place of business at 125 East Avenue, Norwalk, CT 06856-5125, acting herein by Harry W. Rilling, Mayor, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively referred to as the "Parties".

WITNESSETH, THAT:

WHEREAS, the Second Party has requested permission of the State to construct and maintain items in highway right-of-way on the I-95 Ramps in the City of Norwalk herein after referred to as the "Project"; and

WHEREAS, the Project is more fully described and defined in the following documents:

- (a) Plans entitled: The SoNo Collection-Design District Development Park - pages L1.01 MATERIALS PLAN NW PLAZA, L1.10 PAVING SCHEDULE, L3.00 & L3.01 HARDSCAPE DETAILS, L4.02 PLANTING PLAN- NW PLAZA, L5 PLANTING DETAILS.;
- (b) Plan entitled: The SoNo Collection-Mixed-Use Retail page KO405-NON-STATE STANDARD APPURTENCES WITHIN CTDOT R.O.W.;
- (c) Encroachment Permit No. 3019477; and
- (d) "Highway Encroachment Permit Regulations, Connecticut Department of Transportation, Latest Edition".

all of which are hereinafter referred to as the "Supporting Documents" and

are hereby made a part of this Agreement, either by reference thereto or by incorporation herein; and

WHEREAS, the State has the authority to enter into this Agreement pursuant to Sections 13a-247, 13b-17, and 13b-24 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, KNOW YE, that the State and the Second Party mutually agree as follows:

SECTION 1. DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined as the construction and maintenance of items installed under this project in highway right-of-way on State I-95 Ramps in the City of Norwalk including but not limited to granite curbing, paver crosswalks and all plantings.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as the State of Connecticut including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

SECTION 2 THE SECOND PARTY SHALL:

- 2.01 Entirely at its own expense, construct, use and maintain the Project described and defined in the Supporting Documents identified hereinabove, subject at all times to all of the terms, conditions, restrictions, specifications, and covenants, herein contained, either by attachment hereto or by reference thereto, it being understood and agreed by the parties hereto

that the said terms, conditions, restrictions, specifications, and covenants, are an integral part hereof and as such shall have full force and effect as if the same were recited hereinafter in their entireties.

- 2.02 Agree that the effective date of the Permit identified hereinabove as a component of the Supporting Documents, shall only be established when all requirements for the effectuation of such Permit are met, and the said Permit is to remain in effect until the date of expiration set forth therein unless the same is terminated by revocation by the State, in accordance with the terms of this Agreement, it being understood and agreed by the Parties hereto that the said Permit is limited solely to the herein described Project.
- 2.03 Maintain the State highway specified in the Permit identified hereinabove in accordance with State standards of maintenance as the same are outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures", as revised, which maintenance shall include but not be limited to granite curbing, paver crosswalks and all plantings installed under this project and as indicated on "The SoNo Collection-Design District Development Park plans".
- 2.04 Reimburse the State for any and all costs and expenses of every name and description borne by the State as a result of the Project including but not limited to investigation; inspection; administration; legal; and processing; it being mutually understood and agreed that there shall be no exception to, exclusion from, or limitation of this specification unless the same is set forth in a properly executed supplemental agreement specifically written for this purpose.
- 2.05 Comply with and conform to all pertinent laws, ordinances, rules and regulations, whether state, federal, or municipal, both during the construction phase of the Project and the subsequent permanent maintenance thereof.
- 2.06 With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractors, the Second Party shall carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverage at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) WORKERS' COMPENSATION

With respect to all operations the Second Party performs and all those performed for the Second Party by subcontractor(s), the Second Party shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

(d) CERTIFICATE OF INSURANCE

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Insurance acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

(e) COPIES OF APPLICABLE INSURANCE POLICIES

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policies that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

2.07 The Second Party hereby agrees as follows:

- (a) The Second Party shall, or if the Second Party is one of several parties, the parties shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.
- (b) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sect. 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. Sect. 2701 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sect. 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sect. 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sect. 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sect. 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sect. 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. Sect. 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and

safety matters, as such may have been amended.

- (c) "Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.
 - (d) The Second Party shall test all soils and materials excavated from the State highway right of way and shall not replace any soils or materials containing Hazardous Substances within State highway rights of way.
 - (e) The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the area within the right of way in which the Project is located.
 - (f) The Second Party shall not list the State as the owner, generator or transporter of any Hazardous Substances excavated from State highway rights of way. All costs associated with the handling, storage, use, transportation or disposal of Hazardous Substances shall be borne by the Second Party.
 - (g) This provision shall survive this Agreement.
- 2.08 Agree that nothing in this agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third-party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including but not limited to, those relating to damages.
- 2.09 Comply with, "Highway Encroachment Permit Regulations, Connecticut Department of Transportation, 1992 Edition"; along with Exhibit "A" entitled, State Encroachment Specifications and Covenants Connecticut Department of Transportation April 2012 and also Exhibit "B" entitled, "State of Connecticut Required Provisions", all of which, as may be amended from time to time, is attached hereto and made a part of this Agreement and available on the Departments of Transportation's website hereby made part of this Agreement.
- 2.10 Agree that all obligations incurred by the Second Party under this Agreement shall be binding upon any successors in interest to the Second Party unless a supplemental agreement which is properly executed by both the State and the Second Party changes this requirement.

SECTION 3 THE STATE SHALL:

- 3.01 Allow the Second Party to construct and maintain in a manner and to the extent as is more particularly described in Article 2.03 hereinabove and on the attached plans entitled: The SoNo Collection-Design District Development Park - pages L1.01 MATERIALS PLAN NW PLAZA; L1.10 PAVING SCHEDULE, L3.00 & L3.01 HARDSCAPE DETAILS, L4.02 PLANTING PLAN-NW PLAZA, L5 PLANTING DETAILS.
- 3.02 Make periodic inspections, as determined by the District 3 Maintenance Director, for conformity with State maintenance standards and policies. Any conditions requiring correction shall be reported through the District 3 Maintenance Director's Office, Connecticut State Department of Transportation, in writing, to the Office of the Second Party's at 125 East Avenue, Norwalk, CT 06856-5125.
- 3.03 Issue any and all permits for any work, excavation, or for the placement of any obstruction or substruction within, under, over, or upon the Project requested by the Second Party or others, outside the scope of the maintenance responsibilities of the Second Party, when the conditions of such issuance are met.
- 3.04 Require all parties being issued the said permits other than the Second Party, to name the State as an additional insured, on all insurance required by the State as a condition precedent to the issuance of such permits that concern the Project being maintained by the Second Party pursuant to this Agreement.
- 3.05 Reserve the right to investigate and to inspect at all times, all phases of the Project including appurtenances.
- 3.06 Reserve the right to claim and recover by process of law such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors or make good any and all defects in the workmanship and/or material involved pursuant to the Agreement.

SECTION 4 THE STATE AND THE SECOND PARTY FURTHER MUTUALLY AGREE:

- 4.01 Agree that the State assumes no obligations or liability for payment of costs or expenses with regard to or related to the project.
- 4.02 That, if in the opinion of the State, the Project malfunctions or ceases to function or causes any damage or any threat of damage to State property, the Second Party with the written permission of the State at each occurrence, shall immediately

repair such damage and/or remove any such threat of damage to State property to the satisfaction of the State (in addition to any payment(s) of damages to third parties, if any) or after written notice to the Second Party, the State shall take steps to repair such damage and/or remove any such threat of damage to State property and all costs incurred thereby shall be reimbursed by the Second Party to the State, it being understood and agreed by the Second Party that any and all consequential damages, if any, resulting from such action(s) of the State in repairing such damage and/or removing any such threat of damage, shall be borne completely by the Second Party in addition to the reimbursement(s) to the State herein specified.

4.03 That this Agreement shall commence and take effect upon its execution by the State.

4.04 Agree that the duration of this agreement shall not be limited by the term of the permit issued by the State. However, it is mutually agreed by the parties hereto that the State, upon written notice, may, in its sole discretion, terminate this agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.

4.05 That any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Second Party is to receive such Notice:

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the Office of Mayor having a place of business at Norwalk City Hall, 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125;

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 4.06 That the Second Party shall assume full responsibility for the accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual of the Second Party responsible for receipt of "Official Notices".
- 4.07 That the Second Party shall record the Agreement (including any supplements thereto, if any) in the Land Records of the City(s) wherein the Project is located, at no expense to the State; and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded.

Failure to record the Agreement as specified herein, is understood to be sufficient grounds for the State to revoke the Permit, terminate the Agreement, or both, whichever is (are) deemed appropriate by the State.

- 4.08 That the duration of the Agreement shall not be limited by the term of the Permit issued by the State but shall remain in full force and effect until the State and the Second Party mutually agree in writing to terminate the Agreement. However, it is mutually agreed by the Parties hereto that the State, upon written notice, may, in its sole discretion, terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.

- 4.09 That the sole and exclusive means for the presentation of any Claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to or in lieu of, said Chapter 53 proceedings.
- 4.10 That all of the Second Party's obligations hereunder shall survive this or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the municipality.
- 4.11 That this Agreement (including each and every component of the hereinabove specified Supporting Documents as the same may be revised and/or amended) constitutes, when fully executed and approved as indicated, the entire agreement between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; no agreement or understanding varying or extending the same shall be binding on either party unless in writing signed by both parties hereto and approved in like fashion; and nothing contained in this Agreement shall be construed as waiving any of the rights of the State under the laws of Connecticut, as may be amended.
- 4.12 That in case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto do hereby set their hands on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JOSEPH J. Giulietti
COMMISSIONER

Name:

Angela R. Brao If

By:

[Signature]

Richard Reagan
Transportation Maintenance
Administrator
Bureau of Highway Operations

Name:

Andrew Merrill

Date:

1/10/2022

STATE OF CONNECTICUT)

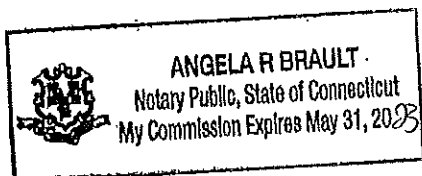
) ss: Newington _____ A.D., 2021

COUNTY OF HARTFORD)

Date

Personally appeared for the State, Richard Reagan, Signer of the foregoing instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Maintenance Administrator, before me.

My Commission Expires:



[Signature]
Notary Public

Date:

1/10/2022

WITNESSES:

SECOND PARTY
City of Norwalk

By: _____

Name: _____

Harry W. Rilling
Mayor

Date: _____

Name: _____

STATE OF

)

) ss:

A.D., 2021

COUNTY OF

)

Personally appeared for the Second Party, Harry W. Rilling, Mayor, signer of the foregoing instrument and acknowledged the same to be the free act and deed of Harry W. Rilling, and his free act and deed as Mayor before me.

My Commission Expires:

Notary Public

Date: _____

FILE COPY

TOWN NORWALK	ROUTE NO. 1-95	PMT 2B-RV 0/00 (302-09-0886) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 9/10/2018	PERMIT NO. 3019477 Page 1 of 3
NAME OF HIGHWAY 103 West Avenue			DATE EFFECTIVE 9/10/2018	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS I-95 Ramps and Right of Way *** MTG***			DATE OF EXPIRATION 9/10/2019	AMT. OF SURETY BOND CERTIFY CHECK 1,270,000.00
			SURETY COMPANY/BANK Liberty Mutual Ins Co	
TO: NORWALK LAND DEVELOPMENT, LLC 350 N. OLEANS STREET #300 CHICAGO, IL 60654			BOND NUMBER: 285046822	
AMEC CONSTRUCTION 145 MAIN STREET NORWALK, CT 06851			PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE. PLEASE RETURN AT ONCE.	
			FEE: MTG DATE REC'D: POWOW:	

Permission is hereby granted to do the following work under the control and direction of the Department of Transportation, Bureau of Engineering and Highway Operations at the location designated hereon, subject to the statements made on the application for permit, and to the pertinent provisions of the current Highway Encroachment Permit Regulations manual, including amendments thereto.

This permit does not become effective until all necessary local and State licenses and permits are obtained by the Permittee or designated agent, and further the Permittee shall be subject to all Federal, State and local regulations.

This permit is issued in strict compliance with, but not limited by, the following specific requirements, referenced attachments, and the current edition of Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction as applicable.

The Department of Transportation Permit Inspector, Kyle Barber 860-205-9697, MUST BE NOTIFIED AND THE CALL BEFORE YOU DIG REQUEST NUMBER RECORDED 48 HOURS IN ADVANCE OF STARTING WORK ON THE PROJECT. REQUEST NO. _____

Permission is granted to perform intersection and roadway improvements within the highway right of way and on City streets including but not limited to the following: widen the Route 95 NB entrance ramp, reconstruct the medians on West Avenue, install granite curbing, construct paver crosswalks across the Route 95 ramps, perform a 2" mill and pave of the Route 95/7 ramps, install pedestrian ramps and sidewalks, install drainage pipe, manholes and new catch basin tops, install one new mast arm foundation at the SE corner of the Route 95 /West Avenue Intersection, perform signal revisions and modifications, and install signs and pavement markings as delineated on the plans entitled "The SoNo Collection" with last revisions dated July 24, 2018, and the permit application received on 9/7/2018. All work shall be in accordance with the current publication of the Department of Transportation "Standard Specifications for Roads, Bridges, and Incidental Construction," the latest Department Standard Details, and the following stipulations:

- All requirements as stipulated by the Office of the State Traffic Administration Report Number 102-1601-01 O.S.T.A. Certificate No. 1806-A, are in addition to this permit and must be completed prior to the release of any obligations associated with this permit.
- Condition 24 of the OSTA Certificate must be completed prior to the issuance of any Certificates of Occupancy by the City of Norwalk for the Development.
- The Maintenance Agreement with the State of Connecticut for all non-State standard items and appurtenances within the State Right of Way must be signed by the City of Norwalk prior to the release of the bond for this project.
- A copy of this permit must be available on site at all times
- There shall be no staging in the State ROW. The storing of pipe, equipment, excavated materials, or other construction materials within the highway right of way will not be allowed. Equipment shall be removed from the right of way when not in use.

The Permit Inspector must be notified upon completion of work for final inspection and approval.

CALL Before you DIG! TOLL FREE, STATEWIDE 1-800-922-4455

Any and all liability for injury, damage or loss resulting from such work as may be undertaken under the terms of this permit is assumed by the Permittee. The Permittee is hereby designated responsible for all future maintenance of all installations or encroachments constructed under this Permit, which in the sole judgement of the State are not part of the highway appurtenances normally maintained by the State.

The Permittee hereby agrees to indemnify and hold harmless the State of Connecticut for any and all such injury, damage, or loss that may be incurred, either directly, or as a result of said work, and to reimburse the Department of Transportation for any expenses incurred due to the performance of any such work undertaken under the terms of this permit.

This permit is revocable at the discretion of the Department of Transportation Commissioner or designated representative.

FILE COPY

TOWN NORWALK	ROUTE NO. I-95	PMT 2B-REV 8/00 (302-08-0380) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 9/10/2018	PERMIT NO. 3019477
NAME OF HIGHWAY 103 West Avenue			DATE EFFECTIVE 9/10/2018	Page 2 of 3
LOCATION OF WORK OR BEGINNING AND ENDING POINTS I-95 Ramps and Right of Way *** MTG***			DATE OF EXPIRATION 9/10/2019	AMT. OF SURETY BOND CERTIFY CHECK 1,270,000.00
			SURETY COMPANY/BANK Liberty Mutual Ins Co	
TO: NORWALK LAND DEVELOPMENT, LLC 350 N. OLEANS STREET #300 CHICAGO, IL 60654			BOND NUMBER: 205046822	
AMEC CONSTRUCTION 145 MAIN STREET NORWALK, CT 06851			PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE.	
			PLEASE RETURN AT ONCE.	
			FEE: MTG DATE REC'D: POWOW NO:	

- Vehicular and pedestrian traffic must be adequately protected through the use of appropriate traffic control patterns. Uniformed police officers or personnel who are certified for traffic control to a level equivalent to the National Safety Council shall be utilized to direct traffic through the work area. All traffic control signing and appurtenances shall be in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" and must meet NCHRP 350 requirements.

- State Police must be utilized when the permittee's work will interfere with the both the Route 95, and Route 7 ramps.

- No work that will interfere with the flow of traffic will be permitted before 8:30 a.m. and after 4:00 p.m., Monday through Friday.

- Holiday Restrictions- No permit work within the highway right of way will be permitted the day before a legal holiday and no work shall be resumed until 12:00 noon the day following the holiday, unless otherwise approved or indicated. Weekends shall be considered as part of the holiday when the legal holiday falls on either Friday or Monday.

- Compaction testing shall be performed on all backfill materials placed, and density testing on all permanently installed asphalt by a certified independent testing laboratory at the permittee's expense. All materials shall be obtained from a State certified source, and be tested by the independent testing laboratory prior to use in the CTDOT ROW. All field testing of soils and asphalt must be performed by a NETTCP certified Inspector.

- Concrete testing shall be performed on all concrete installed in the State ROW, including that placed in the mast arm foundation.

- All signal work shall be performed in strict compliance with the approved signal plan. A CTDOT representative must be present when the mast arm foundation is excavated to verify the correct depth and soil condition, prior to concrete placement. Any deviation from the approved design for the construction of the mast arm foundation will require prior approval by the designing engineer and the City of Norwalk Engineer.

- The attached Drainage Connection Concurrence document, along with a copy of the signed encroachment permit, shall be recorded in the town land records. A certified copy of the recording must be received by Mr. Daniel DiReinzo, Transportation District Supervising Service Agent, 140 Pond Lily Avenue, New Haven, CT 06515 prior to issuing the required encroachment permit.

- The State drainage system, within the project limits, shall be inspected and documented prior to construction and again prior to final restoration. Should any issues arise with debris or damaged drainage facilities caused by construction activities, the permittee shall be responsible to clean/repair the system at their own expense.

- The permittee shall keep open roadways clean and free of construction debris, dirt, loose gravel, or other material that may cause hazardous driving conditions and shall have a street sweeper available at all times, and shall sweep the road as needed, not less than twice per day.

- Hot bituminous concrete will be required for all pavement excavations. The permittee will make certain that hot bituminous concrete is available before starting the work. If it is not available, NO excavation will be allowed within the right-of-way until such time as it is available. At the end of each workday, all trenches will be back filled and patched.

- The use of steel plates to cover open trenches within the highway right of way will NOT be allowed.

- Full depth pavement replacement will be required in all roadway trench excavations. This will include 10" (compacted) of processed gravel base, 6" of Hot Mix Asphalt Superpave 1.0 Design Level 2 and 3" of Hot Mix Asphalt Superpave 0.50 Design Level 2 top course, installed in 2 equal lifts. All edges must be tack coated and the surface joints hot sealed. Superpave level 3 mixes shall be used for all asphalt installed on the Route 95 or Route 7 ramps.

- The Route 95 north bound entrance ramp and the Route 7 south bound exit ramp shall be milled 2", and paved with 2" of superpave 0.5", level 3, a minimum of 10' beyond the limits of construction. Final limits of milling and paving will be determined by CTDOT prior to final pavement restoration.

FILE COPY

TOWN NORWALK	ROUTE NO. 1-95	PMT 28-REV 8/00 (302-06-0386) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 9/10/2018	PERMIT NO. 3019477 Page 3 of 3
NAME OF HIGHWAY 103 West Avenue			DATE EFFECTIVE 9/10/2018	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS I-95 Ramps and Right of Way *** MTG***			DATE OF EXPIRATION 9/10/2019	AMT. OF SURETY BOND CERTIFY CHECK 1,270,000.00
			SURETY COMPANY/BANK Liberty Mutual Ins Co	
TO: NORWALK LAND DEVELOPMENT, LLC 360 N. OLEANS STREET #300 CHICAGO, IL 60654		AMEC CONSTRUCTION 146 MAIN STREET NORWALK, CT 06851	BOND NUMBER: 285046822 PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE. PLEASE RETURN AT ONCE. FEE: MTG DATE REC'D: PO/NO:	

This shall include milling and paving of the asphalt surface, surrounding and including the excavation, to a depth of 2". The milled area shall extend a minimum of 10 feet beyond the edges of the original trench line with vertically faced edges, not tapered. The entire milled area including the edges shall be swept and tack coated with an approved material at the appropriate rate. The area will then be paved with Hot Mix Asphalt Superpave 0.50 (machine laid) and compacted to a depth of 2". All excavations may be included into one milled area.

- Sidewalk must be in conformance with the most current ADA Requirements.

- All liability is assumed by the permittee. All areas disturbed as a result of this operation will be restored to the equivalency of their original condition or better at permittee's expense. Pavement markings must be replaced using epoxy paint. Turf must be established prior to this permit considered complete. The permittee will be billed in full by the Department for engineering and replacement costs of any area disturbed or destroyed by the permitted operations.

- The Department reserves the right to require the permittee to reimburse the State for all expenses incurred in connection with this permit including but not necessarily limited to inspection, State-owned equipment, supplies, etc. as outlined under regulation 13b-17-11.

- Requirements of the permit are subject to change as field condition warrant. Any change will require a review and prior approval by the District Office.

INSURANCE EXPIRES: AMEC 3/14/2019

PRIOR TO THE INSURANCE EXPIRATION DATE, THE PERMITEE MUST SUBMIT AN UPDATED CERTIFICATE OF INSURANCE TO DOCUMENT APPROPRIATE CONTINUING INSURANCE COVERAGE.

PERMITEE'S SIGNATURE	DATE	DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS BY Steve Moran
		DISTRICT MAINTENANCE DIRECTOR

EXHIBIT A
STANDARD ENCROACHMENT AGREEMENT SPECIFICATIONS & COVENANTS
CONNECTICUT DEPARTMENT OF TRANSPORTATION
April, 2012

These "Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation" are primarily intended as an integral component of, and to be used in conjunction with the properly executed written agreement entered into by the State of Connecticut, Department of Transportation and, as the Second Party thereto, any municipality seeking permission to utilize a limited portion of a State highway for a purpose not in conflict with the best interests of the State of Connecticut.

(1) The Second Party shall not perform any maintenance prior to the effective date of the Permit specified as a component of the Supporting Documents identified in the Agreement.

(2) The Second Party shall provide, upon the completion of the Project, and upon obtaining written permission of the State on each such occurrence, all physical maintenance of all portions of the Project within the State highway limits, except as may be otherwise specified in the Agreement, which maintenance shall not be the occasion of any cost or expense to the State in any manner whatsoever. Any cost or expense incurred by the State in connection herewith shall be reimbursed to the State upon official notice to the Second Party as specified in this Agreement.

(3) In the event that the State deems it advisable, convenient or necessary to design, construct, reconstruct, install or maintain a highway or portion thereof or any storm drainage facilities or any other highway appurtenance or construction activity within the Project area, the Second Party shall bear the entire cost of relocating the Project that may be required as a result of such future State activity.

(4) The Second Party acknowledges that notwithstanding the fact that it may be eligible for reimbursement from the State under the laws of the State of Connecticut, for its costs to readjust, relocate or remove the Project within or from the State highway right of way, the Second Party, on behalf of itself and its successors in interest, does herein waive any right to reimbursement that it may have against the State with respect to the Project.

This provision shall survive the Agreement.

EXHIBIT B

State of Connecticut Required Provisions (Municipality Agreements)

I

For the purposes of this document, references to "contract" or "Contract" mean this Agreement, and references to "contractor" or "Contractor" mean the Second Party.

1. Audit Clause. Audit Requirements. For purposes of this paragraph, the word

"contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Disclosure of Records. Intentionally omitted - Not Applicable.

4. Access to Contract and State Data. Intentionally Omitted - Not Applicable.

5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. Termination for Convenience. Notwithstanding any provisions in this Contract, CTDOT, through a duly authorized employee, may terminate the Contract whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.

7. Tangible Personal Property. Intentionally Omitted - Not Applicable.

8. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the

Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to CTDOT. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise, or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have, or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

10. Summary of State Ethics Laws. Intentionally Omitted - Not Applicable.

11. Audit and Inspection of Plants, Places of Business and Records.
Intentionally Omitted - Not Applicable.

12. Campaign Contribution Restriction. Intentionally Omitted - Not Applicable.

13. Protection of Confidential Information.

For the purposes of this Section 13, the following definitions apply:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that CTDOT classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, CTDOT or State.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement, and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of CTDOT or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify CTDOT and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess, or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of

Administrative Services, CTDOT and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from CTDOT, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate (as defined in 45 C.F.R. § 160.103) of CTDOT.

14. Executive Orders and Other Enactments.

() All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation, or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the CTDOT shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the CTDOT's authority to require compliance with the Enactments.

(a) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

(b) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

15. Nondiscrimination. Intentionally Omitted - Not Applicable.

16. Health Insurance Portability and Accountability Act. Intentionally Omitted - Not

Applicable.

17. Iran Investment Energy Certification. Intentionally Omitted - Not Applicable.

18. Consulting Agreements Representation. Intentionally Omitted - Not Applicable.

19. Large State Contract Representation for Contractor.
Intentionally Omitted - Not Applicable.

20. Large State Contract Representation for Official or Employee of State Agency.
Intentionally Omitted- Not Applicable.



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
P: 203-854-7791 / F: 203-857-0143

MEMORANDUM

To: Vanessa Valadares, PE – Principal Engineer

From: Daniel Stanton, PE – Senior Civil Engineer 

CC: Anthony Carr, P.E. – Chief of Operations & Public Works

RE: Project No. On-Call Engineering Services – Contract Extension

Date: February 23, 2022

On February 9, 2021, Common Council approved the following action items to authorize the Mayor, Harry W. Rilling

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and AI Engineers, Inc. for Project D.P.W. 2021-1 On-Call Engineering Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$50,000.00, with an option to extend for two (2) additional terms of one (1) year each.
2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Weston & Sampson Engineers, Inc. for Project D.P.W. 2021-1 On-Call Engineering Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$50,000.00, with an option to extend for two (2) additional terms of one (1) year each.
3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project D.P.W. 2021-1 On-Call Engineering Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$50,000.00, with an option to extend for two (2) additional terms of one (1) year each.

Within Article 4 of the contract, it states that the City has an option to extend this Agreement for two (2) additional terms of one (1) year each. In the event that the City chooses to extend the contract for additional years, the hourly billing rates are governed by Exhibit 2.

Considering that the Contract was executed on March 29, 2021 for AI Engineers, Inc. and Weston & Sampson, Engineers, Inc., and April 12, 2021 for Tighe & Bond, Inc., and that each Engineer, AI Engineers, Inc., Weston & Sampson Engineers, Inc., and Tighe & Bond, Inc., has expressed their interest in extending the Contract per the correspondence dated February 1, 2022, I recommend we use the option to extend the Contract an additional one (1) year, for a sum not to exceed \$100,000.00 each, with the option to extend an additional one (1) year term come March 2023.

For each contract, the City will need authorization on Account No.'s:

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09 21 4027 5777 C0643
09 22 4027 5777 C0643
09 20 6030 5777 C0657

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 QUALIFICATION RESPONSE FORM

Vendor Name - AI Engineers, Inc.		
Address - 919 Middle Street, Middletown, CT 06457		
Phone - (860) 635-7740	Fax - (860) 635-7312	Email -
Manager - Rohit Pradhan, PE	Senior Vice President	Fed ID# 06-1327598

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

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

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

A. CONSULTANT HOURLY BILLING RATE SCHEDULE FOR ON-CALL ASSIGNMENT - Please indicate your firm's hourly fees over the two (2) period of the contract.

		HOURLY BILLING RATE		
BILLING CATEGORY		YEAR 1	YEAR 2	OPTIONAL YEAR 3
1.0	Engineering Related			
1.1	Principal	\$0	\$0	\$0
1.2	Senior Licensed Professional/Specialist	\$170	\$170	\$170
1.3	Licensed Professional	\$150	\$150	\$150
1.4	Senior Engineer/Designer/Planner	\$125	\$125	\$125
1.5	Engineer/Designer/Planner	\$95	\$95	\$95
1.6	Draftsperson/Technician	\$85	\$85	\$85
1.7	Clerical/Researcher	\$65	\$65	\$65
2.1	Survey Related			
2.2	Chief of Survey	\$145	\$145	\$145
2.3	Licensed Land Surveyor	\$110	\$110	\$110
2.4	Survey Technician/Draftsperson	\$95	\$95	\$95
2.5	Two (2) Person Survey Crew	\$185	\$185	\$185
3.0	Construction Related			
3.1	Resident Engineer (PE and/or NICET IV)	\$140	\$140	\$140

**CITY OF NORWALK
PURCHASING DEPARTMENT**

		HOURLY BILLING RATE		
BILLING CATEGORY		YEAR 1	YEAR 2	OPTIONAL YEAR 3
3.2	Senior Inspector (NICET IV) / Construction Manager	\$120	\$120	\$120
3.3	Inspector (NICET III)	\$105	\$105	\$105
3.4	Field Technician/Inspector (NICET II)	\$85	\$85	\$85

B. CERTIFICATION

Submitted By: AI Engineers, Inc.	Signature: 
Authorized Agent of Company (Name & Title):	
Rohit Pradhan, PE - Senior Vice President	Date: 1/11/2021

C. 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	1/08/2021	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

FEBRUARY 9, 2021
VIA TELECONFERENCE

5. Authorize the Mayor, Harry W. Rilling to enter into a contract with Morris and McDaniel, Management Consultants, 117 South Saint Asaph Street, Alexandria, VA. 22314 to develop and administer a firefighter entry level exam, not to exceed the amount of \$ 75,000.00. **AUTHORIZED**

B. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an amended contract with mid Fairfield Child Guidance Center, Inc., for continued in-home Mental Health and Family Support services for Public School children under the Community Services Department for the period January 1, 2021 to June 30, 2021. **AUTHORIZED**

C. PUBLIC WORKS COMMITTEE

1. Approve the Title VI - Complaint Procedure as the official policy for the City of Norwalk. **APPROVED**
2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and AI Engineers, Inc. for Project D.P.W. 2021-1 On-Call Engineering Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$50,000.00, with an option to extend for two (2) additional terms of one (1) year each.

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AUTHORIZED

3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Weston & Sampson Engineers, Inc. for Project D.P.W. 2021-1 On-Call Engineering Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$50,000.00, with an option to extend for two (2) additional terms of one (1) year each.

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CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
P: 203-854-7791 / F: 203-857-0143

MEMORANDUM

To: Vanessa Valadares, PE – Principal Engineer

From: Daniel Stanton, PE – Senior Civil Engineer 

CC: Anthony Carr, P.E. – Chief of Operations & Public Works

RE: Project No. On-Call Engineering Services – Contract Extension

Date: February 23, 2022

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Within Article 4 of the contract, it states that the City has an option to extend this Agreement for two (2) additional terms of one (1) year each. In the event that the City chooses to extend the contract for additional years, the hourly billing rates are governed by Exhibit 2.

Considering that the Contract was executed on March 29, 2021 for AI Engineers, Inc. and Weston & Sampson, Engineers, Inc., and April 12, 2021 for Tighe & Bond, Inc., and that each Engineer, AI Engineers, Inc., Weston & Sampson Engineers, Inc. and Tighe & Bond, Inc., has expressed their interest in extending the Contract per the correspondence dated February 1, 2022, I recommend we use the option to extend the Contract an additional one (1) year, for a sum not to exceed \$100,000.00 each, with the option to extend an additional one (1) year term come March 2023.

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CITY OF NORWALK

PURCHASING DEPARTMENT

1.1 QUALIFICATION RESPONSE FORM

Vendor Name - Weston & Sampson Engineers, Inc.		
Address - 712 Brook Street, Suite 103, Rocky Hill, CT 06067		
Phone - 860-513-1473	Fax - 978-977-0100	Email - westerc@wseinc.com
Manager - Christopher Wester, PE, Vice President/ Regional Manager		Fed ID# 04-2601194

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

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

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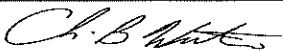
A. CONSULTANT HOURLY BILLING RATE SCHEDULE FOR ON-CALL ASSIGNMENT - Please indicate your firm's hourly fees over the two (2) period of the contract.

		HOURLY BILLING RATE		
BILLING CATEGORY		YEAR 1	YEAR 2	OPTIONAL YEAR 3
1.0	Engineering Related			
1.1	Principal	230	235	235
1.2	Senior Licensed Professional/Specialist	181	190	195
1.3	Licensed Professional	160	168	176
1.4	Senior Engineer/Designer/Planner	135	142	149
1.5	Engineer/Designer/Planner	115	120	126
1.6	Draftsperson/Technician	80	84	88
1.7	Clerical/Researcher	70	74	78
2.1	Survey Related			
2.2	Chief of Survey	185	195	205
2.3	Licensed Land Surveyor	150	158	166
2.4	Survey Technician/Draftsperson	75	79	83
2.5	Two (2) Person Survey Crew	190	200	210
3.0	Construction Related			
3.1	Resident Engineer (PE and/or NICET IV)	170	179	188

**CITY OF NORWALK
PURCHASING DEPARTMENT**

		HOURLY BILLING RATE		
BILLING CATEGORY		YEAR 1	YEAR 2	OPTIONAL YEAR 3
3.2	Senior Inspector (NICET IV) / Construction Manager	160	168	176
3.3	Inspector (NICET III)	135	142	149
3.4	Field Technician/Inspector (NICET II)	120	126	132

B. CERTIFICATION

Submitted By: Christopher Wester, PE	Signature: 
Authorized Agent of Company (Name & Title): Christopher Wester, PE, Vice President/Regional Manager	
Date: January 12, 2021	

C. 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	1/8/21	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

5. Authorize the Mayor, Harry W. Rilling to enter into a contract with Morris and McDaniel, Management Consultants, 117 South Saint Asaph Street, Alexandria, VA. 22314 to develop and administer a firefighter entry level exam, not to exceed the amount of \$ 75,000.00. **AUTHORIZED**

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COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

FEBRUARY 9, 2021
VIA TELECONFERENCE

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AUTHORIZED

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project D.P.W. 2021-1 On-Call Engineering Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$50,000.00, with an option to extend for two (2) additional terms of one (1) year each.

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AUTHORIZED

5. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to acquire an easement at 473 Connecticut Avenue for purposes of constructing, operating, maintaining, repairing and replacing a pump station.

AUTHORIZED

6. Approve the East Norwalk Village District Standards as part of the City of Norwalk Department of Public Works Standard Detail Drawing.

APPROVED

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Assistance Agreement with the Lockwood Mathews Mansion Museum at Norwalk, CT for the Lockwood Mathews Mansion Museum Improvement Project in the amount of \$2,500,000.00. Account #09206310 5777 C0186

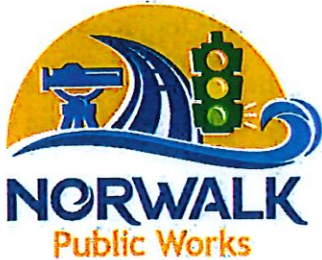
AUTHORIZED

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Innovative Engineering Services, LLC. to provide building systems commissioning services for the new Cranbury Elementary School Project for a total not to exceed \$45,400.00. Acct. #09215010 5777 C0786

AUTHORIZED

- 2b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$4,500.

AUTHORIZED



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
P: 203-854-7791 / F: 203-857-0143

MEMORANDUM

To: Vanessa Valadares, PE – Principal Engineer

From: Daniel Stanton, PE – Senior Civil Engineer 

CC: Anthony Carr, P.E. – Chief of Operations & Public Works

RE: Project No. On-Call Engineering Services – Contract Extension

Date: February 23, 2022

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CITY OF NORWALK PURCHASING DEPARTMENT

1.1 QUALIFICATION RESPONSE FORM

Vendor Name - Tighe & Bond, Inc.		
Address - 1000 Bridgeport Avenue, Floor 3, Shelton, CT 06484		
Phone - 203-712-1100	Fax -	Email - dchuff@tighebond.com
Manager - Dana C. Huff, PE		Fed ID# 04-282-1431

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

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

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

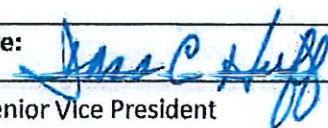
A. CONSULTANT HOURLY BILLING RATE SCHEDULE FOR ON-CALL ASSIGNMENT - Please indicate your firm's hourly fees over the two (2) period of the contract.

		HOURLY BILLING RATE		
BILLING CATEGORY		YEAR 1	YEAR 2	OPTIONAL YEAR 3
1.0	Engineering Related			
1.1	Principal	\$235/HR	\$242/HR	\$249/HR
1.2	Senior Licensed Professional/Specialist	\$205/HR	\$211/HR	\$218/HR
1.3	Licensed Professional	\$140/HR	\$144/HR	\$149/HR
1.4	Senior Engineer/Designer/Planner	\$125/HR	\$129/HR	\$133/HR
1.5	Engineer/Designer/Planner	\$115/HR	\$119/HR	\$122/HR
1.6	Draftsperson/Technician	\$110/HR	\$113/HR	\$117/HR
1.7	Clerical/Researcher	\$ 80/HR	\$ 82/HR	\$ 85/HR
2.1	Survey Related			
2.2	Chief of Survey	\$100/HR	\$105/HR	\$105/HR
2.3	Licensed Land Surveyor	\$125/HR	\$129/HR	\$133/HR
2.4	Survey Technician/Draftsperson	\$ 75/HR	\$ 75/HR	\$ 80/HR
2.5	Two (2) Person Survey Crew	\$175/HR	\$180/HR	\$185/HR
3.0	Construction Related			
3.1	Resident Engineer (PE and/or NICET IV)	\$165/HR	\$170/HR	\$175/HR

CITY OF NORWALK PURCHASING DEPARTMENT

		HOURLY BILLING RATE		
BILLING CATEGORY		YEAR 1	YEAR 2	OPTIONAL YEAR 3
3.2	Senior Inspector (NICET IV) / Construction Manager	\$135/HR	\$139/HR	\$143/HR
3.3	Inspector (NICET III)	\$115/HR	\$119/HR	\$122/HR
3.4	Field Technician/Inspector (NICET II)	\$110/HR	\$113/HR	\$117/HR

B. CERTIFICATION

Submitted By: Tighe & Bond, Inc.	Signature: 
Authorized Agent of Company (Name & Title): Dana C. Huff, PE, Senior Vice President	
Date: January 7, 2021	

C. 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 #	<u>1</u>	Dated	<u>1/8/2021</u>	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

FEBRUARY 9, 2021
VIA TELECONFERENCE

09 21 4021 5777 C0617
09 20 4027 5777 C0643
09 21 4027 5777 C0643
09 21 6030 5777 C0365

09 19 6030 5777 C0367
09 15 6030 5777 C0546
09 20 6030 5777 C0657
09 21 6030 5777 C0321

AUTHORIZED

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project D.P.W. 2021-1 On-Call Engineering Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$50,000.00, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 01 40 30 5258

09 21 4021 5777 C0021
09 21 4021 5777 C0234
09 21 4021 5777 C0315
09 21 4021 5777 C0440
09 19 4021 5777 C0471
09 20 4021 5777 C0471
09 21 4021 5777 C0471
09 17 4021 5777 C0526
09 19 4021 5777 C0617

09 20 4021 5777 C0617
09 21 4021 5777 C0617
09 20 4027 5777 C0643
09 21 4027 5777 C0643
09 21 6030 5777 C0365
09 19 6030 5777 C0367
09 15 6030 5777 C0546
09 20 6030 5777 C0657
09 21 6030 5777 C0321

AUTHORIZED

5. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to acquire an easement at 473 Connecticut Avenue for purposes of constructing, operating, maintaining, repairing and replacing a pump station.

AUTHORIZED

6. Approve the East Norwalk Village District Standards as part of the City of Norwalk Department of Public Works Standard Detail Drawing.

APPROVED

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Assistance Agreement with the Lockwood Mathews Mansion Museum at Norwalk, CT for the Lockwood Mathews Mansion Museum Improvement Project in the amount of \$2,500,000.00. Account #09206310 5777 C0186

AUTHORIZED

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Innovative Engineering Services, LLC. to provide building systems commissioning services for the new Cranbury Elementary School Project for a total not to exceed \$45,400.00. Acct. #09215010 5777 C0786

AUTHORIZED

- 2b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$4,500.

AUTHORIZED



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

MEMORANDUM

TO: Anthony R. Carr, P.E., CFM - Chief of Operations and Public Works

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*

CC: Vanessa Valadares, P.E. - Senior Engineer

REF: Inspection and Evaluation of City-Owned Bridges 20 Feet or Less in Length Project BR2018-2 – First Amendment

DATE: February 22, 2022

As you are aware, the City of Norwalk has had an Agreement with Freeman Companies to provide professional engineering services for the Inspection and Evaluation of City-Owned Bridges 20 Feet or Less in Length (Project BR2018-2). As a portion of that Agreement, there was money included for Bridge Preservation work that is intended to be used for the development of bridge repair and rehabilitation plans that will address observed deterioration and deficiencies discovered during the Inspection and Evaluation portion of the Agreement that would extend the service life of the bridges.

Due to the unanticipated Emergency nature of the damage to the Rowayton Avenue bridge over Keelers Brook (bridge is in a Failed condition and is structurally deficient, unstable and structurally inadequate to support normal traffic loads) as a result of the impacts of Tropical Storm Elsa on the City of Norwalk, Freeman Companies was able to develop design and permitting plans for the Emergency Reconstruction of the Rowayton Avenue Bridge over Keelers Brook.

Freeman Companies has provided Extra Work Order No. 4 "Bridge Preservation and Rehabilitation of City-Owned Bridges Reconstruction of Bridge No. 102-009 Rowayton Avenue over Keelers Brook in the amount of \$150,000.00.

Therefore, I would like to request that the following item be included on the agenda for the March 1, 2022 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the Agreement between the City of Norwalk and Freeman Companies dated

February 27, 2019, to provide Professional Engineering Services for the Emergency Reconstruction of the Rowayton Avenue Bridge in accordance with scope of services Extra Work Order No. 4 "Bridge Preservation and Rehabilitation of City-Owned Bridges Reconstruction of Bridge No. 102-009 Rowayton Avenue over Keelers Brook" dated December 1, 2021 (copy included) for a sum not to exceed \$150,000.00.

Account No. 09 22 40210 5777 C0315

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

2. Authorize the Mayor, Harry W. Rilling, to execute a 2nd Amendment with the Norwalk Transit District for design plans by Stantec, Inc. for State Project 102-350 Norwalk River Valley Trail – Phase 2 for an amount not to exceed \$9,800 (scope of services dated November 14, 2018 attached).

Account No. 09 16 4021 5777 C0407

AUTHORIZED

3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to extend the existing Agreement with Susan Prosi Johnson, dated December 15, 2017, for the provision of Consultant Services for Walk Bridge Program Management for a period of one (1) year through December 14, 2019 with the option of two one year renewals whereby each one year renewal shall be subject to budget availability and additional approval by the Common Council.

Account No. 01 40 30 5258

AUTHORIZED AS AMENDED

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Freeman Companies, for Professional Engineering Services for the Inspection and Evaluation of City-Owned Bridges 20 Feet or Less in Length, for a sum not to exceed \$251,200.00.

Account No. 09 06 4021 5777 C0315

09 09 4021 5777 C0315

09 14 4021 5777 C0315

AUTHORIZED

5. Acknowledge the receipt of the application for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue.

APPROVED

6. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for the January 2019 Public Works Committee Meeting (date to be determined and advertised) at 7:00 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

APPROVED

CITY OF NORWALK
Department of Public Works**Bridge Preservation and Rehabilitation of City-Owned Bridges**
Reconstruction of Bridge No. 102-009
Rowayton Avenue over Keelers Brook
Norwalk, Connecticut
Freeman Project No. 2018-0817**SCOPE OF ADDITIONAL SERVICES****Extra Work No. 4**

December 1, 2021

Freeman Companies, hereinafter referred to as the "Consultant", will perform additional professional services for the City of Norwalk Department of Public Works, hereinafter referred to as the "City", for services associated with the Reconstruction of Rowayton Avenue Bridge, hereinafter referred to as the "Project".

There is a Base Contract between the Consultant and the City with regards to the Project, which is Inspection and Evaluation of City-Owned Bridges, dated February 27, 2019. The Additional Services, not included in the Base Contract, that the Consultant will provide are detailed below.

The scope of extra work covered under this Additional Services is in conjunction with and in addition to the work described under Extra Work No. 3, dated September 17, 2021, which is also associated with the proposed Rowayton Avenue Bridge Reconstruction Project.

GENERAL

This Project consists of the development and preparation of construction plans, specifications and estimates for the reconstruction and replacement of Bridge No. 102-009, a buried structure that conveys Keelers Brook through Rowayton Avenue in Norwalk, Connecticut.

Project Background

On the morning of July 14, 2021, the City observed the formation of longitudinal cracks over the bridge along the center of the road, which required the closure of the road and traffic detoured around the site. At the direction of the City, the Consultant visited the site that afternoon to assess the present condition of the subject bridge and to ascertain the cause of the observed failure. Upon further investigation of the site conditions, it was determined that the north section of the stone masonry arch had settled, which caused the crack on the road. The settlement of the structure was due to the undermining of its stone masonry foundation by a large scour hole at the inlet of the bridge. The scour hole was deep and wide enough to undermine the toe of the foundation and caused it to be washed out, and which led to the partial collapse of the northwest section of the stone masonry arch.

The scour at the inlet was formed when rain from Tropical Storm Elsa, which was a 6"± rain event a few days prior, inundated the channel upstream of the bridge. Estimated to be greater than a 25-year storm event, the amount of rain dumped by the storm in a short amount of time inundated the channel upstream resulting in a pressure flow condition at the bridge that led to the formation of a large scour hole at the inlet, which eventually undermined and partially washed-out the north section of the arch's stone masonry foundations, and which led to the failure and partial collapse of the structure.

Proposed Bridge Reconstruction

Bridge No. 102-009 is currently under the City's bridge preservation program where repair and rehabilitation plans are being developed to address the structure's deficiencies that were noted during the Consultant's inspection and condition assessment of the bridge in April 2019. However, due to the recent failure and partial collapse of the bridge, the section of the road at the bridge site was closed to traffic.

In order to restore service and open the road to traffic at the earliest possible time, the City intends to reconstruct the bridge. The replacement structure will address the scour susceptibility of the bridge and emulate the hydraulic capacity of the existing bridge. The main objective of the reconstruction project is to provide an economical replacement structure that requires shorter construction duration, and a structure that minimizes impacts upstream and downstream of the bridge. The proposed reconstruction is based on and in conjunction with the Consultant's recommendations outlined in the memorandum on its condition assessment and structure evaluation of the partially collapsed bridge (*see Memorandum on Emergency Condition Assessment and Structure Evaluation of Undermined Bridge Foundation, dated July 20, 2021*).

Project Understanding and Assumptions

The Consultant has prepared this proposal based upon the following assumptions and understanding of the Project's requirements, needs, and circumstances:

- A Traffic Impact Study will not be required for the proposed replacement bridge. It is assumed that existing roadway is adequate and no on-site and/or off-site traffic improvements are required. Should this assumption be incorrect, any on-site and/or off-site investigation and design will be performed as additional services;
- Proposed replacement bridge will be sized to emulate the existing hydraulic capacity. Additional analyses and assessment of upstream and downstream impacts from incremental changes in flow capacity is not included. Should regulatory permitting agencies require further analysis and study of upstream and/or downstream impacts, this will be performed as additional services;
- The bridge is located within FEMA Flood Zone AE with an established floodway and base flood elevations (BFEs). As such, FEMA back-up data will be obtained from the FEMA Project Library and utilized in the development of the hydraulic model. The FEMA FIS indicates the existing structure floods for all storm events, including the 10-year event.
- This project will undergo local Inland Wetland Commission, CTDEEP, and US ACOE review for required environmental permits;
- No structure type study is included in this work. The replacement structure will be a 4-sided reinforced precast concrete box culvert and no other structure types will be investigated or studied. Should the City desire to investigate other types of replacement structure, a structure type study will be performed as additional services;

- No scour analysis is required and included in this work. In order to address the bridge's scour susceptibility, the replacement structure (4-sided concrete box culvert) will have a bottom slab and cut-off walls to mitigate potential future scour;
- Roadway within the project site is closed and traffic is currently detoured. Detour plan(s) and/or development of Maintenance and Protection of Traffic (M&PT) plans are not required and not included as part of this work;
- Preliminary design indicates that temporary easements are required on two private parcels. Accordingly, preparation of temporary easement maps will be included as part of the extra work scope. However, easement maps will be prepared only if and as required by the City. Since this is not known at this time, the cost of preparing easement maps will be accounted for under the construction phase of the project.
- Temporary facilities such as channel by-pass system and cofferdams are required to maintain channel flow and provide a dry work area during construction; and
- Plans, Specifications, and Estimates (PS&E) will be prepared based on itemized pay items conforming to CTDOT Standard Specifications.

Design Specifications, Guidelines, and Standards

The Consultant will design this project in accordance with the following design specifications, guidelines, and standards:

- City of Norwalk Department of Public Works Roadway Standards Design Manual and Construction Details, dated May 1982 up to and including March 2021 Amendments
- AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020 (AASHTO) as supplemented by the Connecticut Department of Transportation (CTDOT) Bridge Design Manual (BDM), 2003 Edition up to and including December 2019 Revisions
- CTDOT Standard Specifications for Roads, Bridges and incidental Construction, Form 818 up to and including January 2021 Supplement

SCOPE OF ADDITIONAL SERVICES

Basic Services

The Consultant will provide the following additional services and tasks in accordance with and relative to this Project:

- Phase I – Design Phase
 1. Supplemental Land Surveying
 2. Preliminary Engineering
 3. Hydrologic and Hydraulic Engineering
 4. Environmental Permitting
 5. Utility Coordination
 6. Coordination with Contractor During Design

- 7. Semi-Final and Final Design
- Phase II – Construction Phase
- 8. Engineering Services During Construction

Phase I – Design Phase

1. Land Surveying

- 1.1 Bridge Cross-Section. To model the hydraulic capacity of the existing structure, the Consultant will perform additional field survey of the existing structure to get precise measurement of the existing stone masonry arch's actual geometric cross-section. Information gathered from this additional survey will be added to and used in conjunction with hydraulic cross-sections of the channel.
- 1.2 Subsurface Utilities. It is anticipated that the water and sewer mains will be within the footprint of and could be impacted by the proposed replacement structure. Accordingly, the Consultant will gather additional information such as location, layout, and invert elevations of these facilities.

The Consultant will perform field survey to gather additional information on utilities within and the proposed bridge such as layout, inverts, and proximity to the proposed bridge. Information gathered under this task will be used to determine how these facilities will be impacted by the proposed replacement bridge and, conversely, how these utilities impact constructability of the replacement bridge and develop construction plans that address these issues accordingly.

2. Preliminary Engineering

The Consultant will coordinate, communicate, and have technical discussions with all required agencies and stakeholders on the project to identify design, construction, and environmental permitting issues that need to be taken into consideration and incorporated into the Final Design as well as identify regulatory permitting requirements specific to this project. Important engineering considerations include the following:

- 2.1 Hydrologic and Hydraulic Analyses and Design. This involves evaluation and reconciliation of available hydraulic data, determining appropriate design flow, developing analysis approach and discussion with regulatory agencies to get their concurrence on the proposed hydrologic and hydraulic analyses approach.
- 2.2 Environmental Permitting. This task involves early coordination with regulatory permitting agencies, present the proposed bridge reconstruction, and determine the required regulatory permits for this project. This task also includes pro-active coordination with regulatory agencies to identify design and construction related environmental regulation issues and requirements, discuss required design considerations, and solicit comments and recommendations that could be incorporated into the design early on to facilitate acquisition of regulatory permits.

3. Hydrologic and Hydraulic Engineering

- 3.1 Review Available Relevant Information. Review publicly available file information and relevant documents provided by the City, including previous studies at this site and on this channel.

3.2 Hydrologic Analysis Study. The Site is located within a FEMA designated "AE" flood zone with established floodway and base flood elevations (BFE). The hydrologic analysis required for both permitting and design will be estimated using the USGS StreamStats application and peak flows developed for the FEMA Flood Insurance Study. No additional hydrologic methods are contemplated within this proposal. A pdf Hydrologic Analysis Report summarizing the location of the project, general watershed characteristics, design flows, and other information required for the hydraulic analysis are included in this activity.

3.3 Hydraulic Analysis. Using the HEC-RAS V.5.07 River Analysis System, the Consultant will prepare the following hydraulic models:

- Existing Conditions Model
- Proposed Conditions Model
- Natural Conditions Model

Consultant will prepare a hydraulic analysis report suitable for both City and CTDEEP reviews. A pdf version of the report will be provided for permitting agency reviews.

3.4 Floodway Analysis. Consultant will develop a Floodway Analysis Report for the 10 and 100-year flows. Three separate models will be necessary for inclusion in this report and are as follows:

3.4.1 The Original FEMA Floodway Analysis, which will utilize the original surveyed cross-sections, the published FIS 10 and 100-year flows, and the model run for this section of the river. FIS model to be obtained from Michael Baker Jr., Inc., FEMA Archivists. This model must be run as a verification of the published FIS data and should match the published data within 0.5 feet. If not, an explanation will be provided.

3.4.2 An Amended Existing Floodway run, which will utilize the City-approved 10 and 100-year discharges, and the original FEMA cross-sections. This will be used as the new floodway baseline.

3.4.3 An Amended Proposed floodway run, which will utilize the City-approved 10 and 100-year discharges, and the original FEMA cross-sections. This model must show no increase in water surface elevations over that of the Amended Existing Floodway model.

3.4.4 Prepare a Floodway Analysis Report summarizing the findings.

4. Environmental Permitting

4.1 Consultant will consult and coordinate regularly with regulatory agencies with regards to design requirements and design considerations related to and in conjunction with regulatory permits identified for this project and that which are required for the proposed reconstruction work. Based on the proposed reconstruction work, it is anticipated that the following regulatory permits will be required for this project:

- Inland Wetlands and Watercourses Regulations of the City of Norwalk
- Coordination with CTDEEP Land and Water Resources, 401 Water Quality Certificate (WQC) under the USACE General Permit Program, and the Wildlife Division, and Fisheries correspondence

- U.S. Army Corp of Engineers (USACE) General Permit (GP) Category 19, Pre-Construction Notification (PCN) under Section 404 of the Clean Water Act

- 4.2 Regulatory Permits. The Consultant will prepare and submit a permit application to the Inland Wetlands and Watercourses Commission. Regulated activities may include filling of wetlands, diverting watercourses, construction of storm drainage outfalls, construction activities within 100 feet of a regulated wetland or watercourse, etc. In addition, it is anticipated that an Army Corp of Engineers (ACOE) General Permit and coordination with the Connecticut Department of Energy & Environmental Protection (CTDEEP) Land and Water Resources, Wildlife, and Fisheries divisions are required.
- 4.3 Meetings. The Consultant will represent the City at the Inland Wetlands and Watercourse Commission meeting and inter-agency meetings associated with the project throughout the approval process. Up to three (3) meetings are anticipated for this project.

5. Utility Coordination

There are power and communication overhead utility lines that traverse diagonally over the bridge that are supported on utility poles in the vicinity of the northwest and southeast corners of the bridge. There is also a subterranean water main traversing under the corrugated metal arch section of the bridge and a sewer main traversing across the channel upstream of the bridge.

- 5.1 Consultant will assist the City in coordinating with the utility companies providing services in the area and have them as one of the stakeholders in the project. All utilities within the project site will be identified and all appropriate entities will be contacted for coordination support during design and construction. Close coordination with the utility companies will vet construction requirements to minimize impact to their facilities and maintain uninterrupted service.

It is anticipated that utility poles located southeast and northwest of the bridge, the water main, the sewer main, and storm drains would be impacted by the replacement bridge and by the by-pass pipe. Accordingly, the Consultant will assist the City in informing and coordinating with the appropriate utility companies with regards to the temporary or permanent relocation or temporary support of these facilities.

Conceptual structure layout of the proposed replacement bridge developed during the Preliminary Design indicates that the following utilities are going to be impacted by the proposed bridge reconstruction:

- SNET Pole #2146 – The proximity of this pole to the bridge site indicate that this pole will be impacted during the removal of the existing bridge, during the installation of the replacement bridge and its northwest wingwall, and the required partial re-alignment of an adjacent storm drain. Accordingly, this pole will have to be permanently relocated.
- SNE Pole #2144 – The proximity of this pole to the existing structure will most likely require this pole to be permanently relocated.
- Aerial Utilities – The overhead utility wires between SNET Pole #2146 and #2144 traverses diagonally directly above the bridge site. Accordingly, the resulting limited overhead clearance over the proposed structure would restrict equipment operation during installation of the replacement bridge.

- Water Main – The water main is located to the south of the existing bridge and is within the footprint of the proposed replacement bridge. It is anticipated that the water main will be relocated further beneath the proposed replacement bridge and protected with a pipe sleeve.
 - Sewer Main – The sewer main is located upstream of the existing bridge and will be within the footprint of the proposed replacement bridge. It is anticipated that the sewer main will be relocated upstream of the channel and outside the footprint of the replacement bridge.
- 5.2 The Consultant, in conjunction with its coordination with utility companies, will prepare plans that would reflect required utility work and prepare general construction details conforming to requirements of the utility companies. Anticipated utility work will be in conjunction with the contractor's construction operation and preferred means and methods.
- 5.3 The Consultant will take into consideration, address, and incorporate utility requirements related to the design and structure layout of the proposed replacement structure.
- 6. Coordination with Contractor During Design**
- 6.1 Coordination with the City's Contractor. The Consultant will coordinate and work together with the City's contractor, understand their construction approach, their preferred means and methods of construction, and identify construction issues related to the proposed replacement structure. The Consultant will also clarify design and construction assumptions made by the contractor that may not have been shown or articulated on the design plans. Consultant will address design and construction issues identified by the contractor early in the design phase and incorporate solutions into the Final Design.
- 6.2 Review of Contractor's Construction Cost Estimate: The Consultant will assist the City in reviewing and evaluating the contractor's construction cost estimate and participate in discussions with regards to their project assumptions and project approach, and construction considerations in conjunction with their estimated cost.
- 7. Semi-Final and Final Design**
- 7.1 Bridge and Roadway Design Plans. The Consultant will develop reconstruction plans and will provide the City and its contractor progress prints as design details are finalized and as plans are progressed to Final Design Plans.
- 7.2 Specifications and Estimates. The Consultant will prepare specifications and applicable special provisions for the bridge reconstruction. The Consultant will prepare quantity estimate to determine an opinion of probable construction cost.
- 7.3 Plans, Specifications, and Estimate. The Consultant will incorporate review comments from the City and regulatory agencies and prepare a set of Final Design Plans, Specifications, and Estimates for submission to the City.

Phase II – Construction Phase**8. Engineering Services During Construction**

- 8.1 Shop Drawing and Submittal Review. The Consultant will review shop drawings, catalog cuts, and submittals, related to the proposed Work that are submitted by the selected Contractor. The Consultant will also review material testing results related to the proposed Work that are submitted by the City's independent testing service, which shall be directly retained by the City.
- 8.2 Consultation During Construction. The Consultant will provide consultation services during construction on an Hourly Estimated Fee basis. The effort typically includes evaluation of actual field conditions that differ from the information or assumptions made during design, and review and evaluation of Contractor's request for changes, if and as applicable. This task also includes responding to Contractor's requests for information.
- 8.3 Design Services During Construction. The Consultant will provide design services during construction on an Hourly Estimated Fee basis. This effort typically includes changes to the contract plans to address field conditions that differ from the information or assumptions made during the design. This may include additional work added to the contract as deemed appropriate by the City. This may also include required additional work related to changes or modifications to the contract plans to incorporate approved changes that are requested by the Contractor.
- 8.4 Easement Maps. If required and as requested by the City, the Consultant will prepare mapping required to identify and quantify temporary and/or permanent impacts to private properties adjacent to the bridge site. It is anticipated that at least two (2) temporary easement maps will be required for the installation of temporary by-pass pipes and the proposed grading around the structure and along the channel approaches.

The Consultant will perform calculations to prepare up to two (2) maps for the Site. The maps will be prepared in accordance with Connecticut State Regulations 20-300(b) and the City of Norwalk requirements. The Consultant will provide a final Mylar suitable for recording with the City Land Records and prepare a legal description of each easement area as required.

- 8.5 Limited Construction Site Observation. The Consultant will visit the Site on a limited basis, but at least twice a week, to observe the installation of critical elements of construction including the placement of temporary water handling facilities, relocation of subterranean utilities, installation of erosion and sedimentation controls, removal of the existing and reconstruction of the replacement structure, and other relevant construction activities and critical contract items. The estimated fee includes preparation of field observation reports for each visit, measurement and verification of construction pay item quantities.

COMPENSATION

The Consultant will provide the proposed Additional Services based on the services listed below and described in the Additional Design Services.

<u>Item</u>	<u>Service</u>	<u>Labor</u>	<u>Expenses</u>
<u>Phase I – Design Phase</u>			
1	Land Surveying	\$ 2,000	\$ 100 ¹
2	Preliminary Engineering	\$ 5,000	\$ 0
3	Hydrologic and Hydraulic Engineering	\$ 25,000	\$ 0
4	Environmental Permitting	\$ 13,000	\$ 0
5	Utility Coordination	\$ 2,000	\$ 100 ¹
6	Coord. With Contractor During Design	\$ 1,000	\$ 0
7	Semi-Final and Final Design	\$ 30,000	\$ 0
		\$ 78,000	\$ 200
	Sub-Total	\$ 78,200	
<u>Phase II – Construction Phase</u>			
8	Engineering Services During Construction (Est)	\$ 69,000 ²	\$ 2,800 ¹
	Sub-Total	\$ 71,800	
	TOTAL	\$ 150,000	

Notes:

1. Estimated expenses for travel mileage.
2. Estimated cost based on Hourly Estimated Fee.

AGREED AND ACCEPTED BY:
DEPARTMENT OF PUBLIC WORKS
CITY OF NORWALK

APPROVED BY:
FREEMAN COMPANIES, LLC

Anthony R. Carr, PE
Chief of Operations and Public Works

Paul Rodrigues, PE
Director of Operations

Date

Date



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: February 9, 2022

Re: MSW and Recycling Report - January 2022

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Jan-21	Current FY: Jan-22	Change	FY 21/22 Cumulative
Curbside tonnage	1,270.21	1,248.81	-1.7%	9,155.35
MSW tonnage out	1,929.10	1,699.31	-11.9%	14,353.76
Transfer station operating fee	\$70,958.33	\$72,375.00	2.0%	\$506,625.00
Transport and disposal fee	\$179,406.30	\$161,434.45	-10.0%	\$1,363,607.20
Curbside collection fee	\$101,355.67	\$104,396.33	3.0%	\$730,774.31
Total operating costs (less curbside)	\$250,364.63	\$233,809.45	-6.6%	\$1,870,232.20

MSW Consolidated Budget	
FY 20/21 Budget	\$4,473,256.00
Amount expended	\$2,601,006.51
Percent remaining	41.9%

Recycling Collection				
Recycling Collection	Previous FY: Jan-21	Current FY: Jan-22	Change	FY 21/22 Cumulative
Curbside tonnage	752.17	714.13	-5.1%	5,252.42
Transfer station tonnage	28.97	25.89	-10.6%	230.38
Total monthly tonnage	781.14	740.02	-5.3%	5,482.80
Curbside collection fee	\$98,389.92	\$101,341.67	3.0%	\$700,178.81

Recycling Budget	
FY 20/21 Budget	\$1,180,679.00
Amount expended	\$700,178.81
Percent Remaining	40.7%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Jan-21	Current FY: Jan-22	Change	FY 21/22 Cumulative
Transfer station tip fees	\$43,351.40	\$36,403.70	-16.0%	\$300,064.31
Recycling revenue (curbside)	\$13,162.98	\$12,497.28	-5.1%	\$91,917.35
Recycling revenue (T.S.)	\$506.98	\$453.08	-10.6%	\$4,031.65
Total revenues	\$57,021.35	\$49,354.05	-13.4%	\$396,013.31

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City of Norwalk
FY 2021-2022
Pilot Food Scrap Drop-Off Program

Date of Collection	Location of Collection	Service Fee	Number of Toters	Weight of Food Scraps (lbs)	Per Toter Fee	Total Collection Cost	Total Monthly Cost	Total Monthly Weight (lbs)	Total Monthly Weight (Tons)	
7/6/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
7/7/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00				
7/13/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
7/13/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00				
7/20/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
7/20/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	TS	2,400	1.20	29%
7/27/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	71%
7/27/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	\$800.00	8,400	4.20	
8/3/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/3/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
8/10/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/10/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
8/17/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/17/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
8/24/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/24/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	TS	3,750	1.88	33%
8/31/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	7,500	3.75	67%
8/31/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	\$1,025.00	11,250	5.63	
9/7/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
9/7/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
9/14/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
9/14/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
9/21/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
9/21/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	TS	3,150	1.58	34%
9/28/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	66%
9/28/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	\$825.00	9,150	4.58	
10/5/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
10/5/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
10/12/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
10/12/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
10/19/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
10/19/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	TS	3,000	1.50	33%
10/26/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	67%
10/26/2021	Transfer Station	\$65.00	2	300	\$5.00	\$75.00	\$820.00	9,000	4.50	
11/2/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/2/2021	Transfer Station	\$65.00	8	1200	\$5.00	\$105.00				
11/9/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/9/2021	Transfer Station	\$65.00	10	1500	\$5.00	\$115.00				
11/12/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/12/2021	Transfer Station	\$65.00	0	0	\$5.00	\$65.00				
11/16/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/16/2021	Transfer Station	\$65.00	8	1200	\$5.00	\$105.00				
11/19/2021	Rowayton CC	\$65.00	9	2700	\$10.00	\$155.00				
11/19/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00				
11/23/2021	Rowayton CC	\$65.00	9	2700	\$10.00	\$155.00				
11/23/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
11/26/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
11/26/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	TS	7,500	3.75	26%
11/30/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00	RCC	21,900	10.95	74%
11/30/2021	Transfer Station	\$65.00	8	1200	\$5.00	\$105.00	\$2,020.00	29,400	14.70	
12/3/2021	Rowayton CC	\$65.00	8	2400	\$10.00	\$145.00				
12/7/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
12/7/2021	Transfer Station	\$65.00	3	900	\$10.00	\$95.00				
12/14/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
12/14/2021	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
12/21/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
12/21/2021	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	4,500	2.25	35%
12/28/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	8,400	4.20	65%
12/28/2021	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	\$1,015.00	12,900	6.45	
1/4/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
1/4/2022	Transfer Station	\$65.00	2	600	\$10.00	\$85.00				
1/11/2022	Rowayton CC	\$65.00	3	900	\$10.00	\$95.00				
1/11/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
1/18/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
1/18/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	4,200	2.10	44%
1/25/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	5,400	2.70	56%
1/25/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	\$840.00	9,600	4.80	
FY 2021-2022 (July 1, 2021 - June 30 2022)							\$6,505.00	80,100	40.05	
Transfer Station								24,300	12.15	30%
Rowayton Community Center								55,800	27.90	70%
FY 2020-2021 (July 1, 2020 - June 30, 2021)							\$10,340.00	109,350	54.68	
Transfer Station								38,550	19.28	35%
Rowayton Community Center								70,800	35.40	65%

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