



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, January 3, 2023

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.
-  Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.
-  Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.
-  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

Roll Call

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, December 6, 2022.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Ferguson Electric Company, Inc. for State Project 102-360 Norwalk Traffic Signal System Upgrade – Phase IV, FAP 1102 (CN)123 for an amount not to exceed \$3,125,192.00.

Account No. FHWA CMAQ grant (100%)

- 2b. Authorize the Director of Transportation, Mobility and Parking, to Execute Orders on Contract with Ferguson Electric Company, Inc. for State Project 102-360 Norwalk Traffic

Signal System Upgrade – Phase I, FAP 1102(CN) 123 for an amount not to exceed \$312,519.20.

Account No. FHWA CMAQ grant (100%)

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Burns Construction Company, Inc. for Project PM2023-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$488,020.00.

Account No. 03 00 00 2602

- 3b. Authorize the Chief of Operation and Public Works, to execute orders on Contract with Burns Construction Company, Inc. for Project PM2023-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$48,802.00.

Account No. 03 00 00 2602

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Reliable Excavating Co., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$774,993.65.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

- 4b. Authorize the Chief of Operations and Public Works, to Execute Orders on Contract with Reliable Excavating Co., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$77,499.37.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

5. Authorize the Mayor, Harry W. Rilling, to sign an Agreement, between the City of Norwalk and Vanasse Hangen Brustlin, Inc., pavement management software SAM IS, First Year Fee \$19,210.00, Recurring Annual Subscription and Support Fee, \$4,000.00, to be paid out of the existing PO with VHB, Inc.

Account No. 09 20 4021 5777 C0021
09 22 4021 5777 C0021
09 23 4021 5777 C0021

Information / Discussion

- A. Metrics of Accomplishments
- B. Tree Operations and Programming
- C. Monthly Solid Waste Report – November 2022
- D. Food Scrap Drop-Off Report – November 2022

Adjournment:

Next Meeting:

Tuesday, February 7, 2023
Public Works Committee
7:00 P.M. Location TBD



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**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
DECEMBER 6, 2022**

ATTENDANCE: Barbara Smyth, Chairwoman; Tom Livingston; Bryan Meek; Lisa Shanahan; Nore Niedzielski-Eichner; Dominique Johnson (7:06pm)

STAFF: Vanessa Valadares, Interim Chief of Operations and Public Works/Principal Engineer; Chris Torre, Superintendent of Operations; Paul Sotnik, Senior Civil Engineer

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Chairwoman Smyth called the meeting to order at 7:02p.m.

ROLL CALL

Chairwoman Smyth called the Roll: Tom Livingston Nora Niedzielski-Eichner Bryan Meek
Lisa Shanahan Dominique Johnson (7:06p.m.)
Barbara Smyth

At Roll Call there were six (6) Committee members present, Darlene Young was absent. A quorum was present.

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 stated her name for the record. She said she is really impressed and supportive of the Urban Forestry Grant that she read about. Diane said she is speaking as a resident about the waste management in Norwalk. She asked that items 9, 10 and 11 be treated very carefully. She would like for the contract to go out to bid since they have until June. She wants the proposals to be analyzed by people familiar with waste management. She stated that they need market analyst for the commodity revenue sharing. Ms. Lauricella said she is concerned about the contamination rate. She doesn't feel this would be a good deal for Norwalk.

Chairwoman Smyth closed public input at 7:10p.m

NEW BUSINESS

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

There was no report on this item.

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

****MS. NIEDZIELSKI-EICHNER AND MS. SHANAHAN
ABSTAINED**

****MOTION PASSED UNANIMOUSLY WITH TWO (2)
ABSTENTIONS**

2. APPROVE PUBLIC WORKS COMMITTEE MEETING DATES FOR 2023.

There was no report on this item.

****MS. NIEDZIELSKI-EICHNER MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE STATE OF CONNECTICUT DEEP URBAN FORESTRY EQUITY THROUGH CAPACITY BUILDING GRANT RELATED TO THE CITY OF NORWALK'S PARTICIPATION IN THE GRANT.

Mr. Sotnik reported on this item. This is a collaboration between the Norwalk Tree Advisory Committee, the Department of Public Works, Norwalk Housing Authority and the Norwalk Community College to plant trees at the Roodner Court Children's Learning Center. Chairperson Erica Kipp submitted the grant application to the Urban Forestry Division of the State of Connecticut DEEP for \$10,000.00. There will be a minimum of 20 trees installed along the perimeter outside. He stated any left-over funds will be used to purchase new maintenance free picnic tables and work with the director regarding environmentally friendly based stem programming. He said they will do the plantings through the Almstead contract which would be partial planting so the community can engage in the planting. The total cost of the grant is \$28,000.00. \$10,000.00 in cash and the rest is in-kind services, i.e. volunteering.

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

****MOTION PASSED UNANIMOUSLY**

4. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ALTICE USA FOR THE EAST AVENUE ADVANCED UTILITY PROJECT NO. 0301-0515NP FOR AN AMOUNT NOT TO EXCEED \$91,000.00.**

ACCOUNT NO. 09 12 4021 5777 C0471
 09 22 4021 5777 C0471
 09 23 4021 5777 C0471
 09 21 4021 5777 C0234
 09 22 4021 5777 C0234

Ms. Valadares reported on this. She stated last month this project was approved with other utility companies. They couldn't get this utility company on last months agenda on time.

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

5. **AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT A DONATION OF CONSTRUCTION MATERIAL FROM THE HATCH & BAILEY COMPANY.**

Ms. Valadares reported on this. Hatch & Bailey are downsizing, and they have spare parts like plywood, tools and such. They are only asking the City to sign a letter for tax exempt purposes for the donation. They have spoken with the legal department and there isn't any mechanisms for donations at this time and they are working on it. The value estimates about \$4,500.00.

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

- 6A. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH WATERS CONSTRUCTION COMPANY INC. FOR PROJECT BLDG2022-1 PAVING OF BEN FRANKLIN FACILITY PARKING LOT FOR A SUM NOT TO EXCEED \$128,000.00.**

ACCOUNT NO. 09 23 7100 5777 C0295
 09 21 7100 5777 C0295
 09 23 7100 5777 C0476
 09 23 4021 5777 C0021

- 6B. **AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH WATERS CONSTRUCTION COMPANY INC. FOR PROJECT BLDG2022-1 PAVING OF BEN FRANKLIN FACILITY PARKING LOT FOR A SUM NOT TO EXCEED \$12,800.00.**

ACCOUNT NO. 09 23 7100 5777 C0295
 09 21 7100 5777 C0295
 09 23 7100 5777 C0476
 09 23 4021 5777 C0021

Chairwoman Smyth read 6a and 6b together.

Ms. Valadares reported on this. She explained the project to the Committee. They will pave the upper parking lot and request capital funding for the lower parking lot.

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

****MOTION PASSED UNANIMOUSLY**

7. **AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THE FIRST SUPPLEMENTAL PROJECT AUTHORIZATION LETTER (P.A.L.) FOR THE ADVANCE UTILITY PROJECT STATE PROJECT NO. 0301-0515/515 NP, ENCLOSED WITH THIS AGENDA WHEREBY THE CITY OF NORWALK WILL TRANSFER FUNDS IN THE AMOUNT OF \$ 343,118.00 ON JULY 15, 2023, AND \$ 343,118.00 ON JULY 1, 2024 TO FUND THE WORK TO PULLING CABLES BETWEEN FORT POINT STREET AND OLMSTEAD PLACE.**

Ms. Valadares reported on this. This is the portion of the work related to the Third Taxing District. Everything from Fort Point St. to Olmstead, they are paying for the cost. They asked DOT to do the agreement directly with TTD because they are a municipal utility and already have an agreement in place. The city is only reimbursing the cost.

**ACCOUNT NO. 09 12 4021 5777 C0471
 09 22 4021 5777 C0471
 09 23 4021 5777 C0471
 09 24 4021 5777 C0471
 09 21 4021 5777 C0234
 09 22 4021 5777 C0234
 09 23 4021 5777 C0818**

****MS. NIEDZIELSKI-EICHNER MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

- 8A. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH THE GRASSO COMPANIES, LLC, FOR PROJECT RD2022-1 CURB AND SIDEWALK AT VARIOUS LOCATIONS, FOR AN AMOUNT NOT TO EXCEED \$431,808.00.**

**ACCOUNT NO. 09 23 7100 5777 C0583
 134010 5796 APW09**

- 8B. **AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON CONTRACT WITH THE GRASSO COMPANIES, LLC, FOR PROJECT RD2022-1 CURB AND SIDEWALK AT VARIOUS LOCATIONS, FOR AN AMOUNT NOT TO EXCEED \$43,180.80.**

**ACCOUNT NO. 09 23 7100 5777 C0583
 134010 5796 APW09**

Chairwoman Smyth read 8a and 8b together.

Ms. Valadares reported on this. She explained the areas that will be paved. They decided to go after bids now in effort to get a good price and perhaps attract smaller companies as well. She named the streets that would be a part of this contract. They received four (4) bids. There was a concern of how to include more small businesses to bid on projects and Ms. Valadares said that they began calling them in advance asking them to look at the packages and bid on it. Responsible bidders do not include those with an open zoning violation and cannot bid on City projects. Purchasing will confirm if they are eligible to bid on a project once the packages are received.

****MS. NIEDZIELSKI-EICHNER MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

Chairwoman Smyth read 9, 10, and 11 together.

9. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH WIN WASTE INNOVATIONS HOLDINGS (FORMER CITY CARTING, INC.) FOR CITY-WIDE MUNICIPAL SOLID WASTE COLLECTION DATED SEPTEMBER 28, 2012 IN ORDER TO EXTEND THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2024, WITH AN OPTION TO EXTEND ONE MORE YEAR, BASED ON THE TERMS AND FEE SCHEDULE SET OUT IN THE ATTACHED PROPOSAL DATED DECEMBER 1, 2022. THE FEE FOR JULY 1, 2023 – JUNE 30, 2024 WILL BE \$ 2,115,000.00 AND FROM JULY 1, 2024 - JUNE 30, 2025 THE FEE WILL BE \$ 2,220,750.00.**

ACCOUNT NO. 01 40 28 5258

10. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT WITH WIN WASTE INNOVATIONS HOLDINGS (FORMER CITY CARTING, INC.) FOR CURBSIDE RECYCLING COLLECTION SERVICES, DATED JUNE 30, 2004, IN ORDER TO EXTEND THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2024, WITH AN OPTION TO EXTEND AN EXTRA YEAR BASED ON THE TERMS AND FEE SCHEDULE SET OUT IN THE ATTACHED PROPOSAL DATED DECEMBER 1, 2022. THE FEE FOR JULY 1, 2023 – JUNE 30, 2024 WILL BE \$ 1,497,600.00 AND FROM JULY 1, 2024 - JUNE 30, 2025 THE FEE WILL BE \$ 1,572,480.00. AN ADDITIONAL COMMODITY PROCESSING FEE OF \$750,000.00 WILL BE ADDED TO EACH ANNUAL BASE FEE AND IS SUBJECT TO AVAILABLE INCENTIVES BASED ON THE COMMODITY REVENUE SHARE (80% CITY OF NORWALK) 20% (WIN WASTE).**

ACCOUNT NO. 01 40 43 5298

11. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FOURTH AMENDMENT TO THE SERVICE AGREEMENT WITH WIN WASTE INNOVATIONS HOLDINGS (FORMER CITY CARTING, INC.) FOR TRANSFER STATION OPERATION, TRANSPORT AND DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE DATED AUGUST 4, 2008, IN ORDER TO EXTEND THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2024, WITH AN OPTION**

TO EXTEND AN EXTRA YEAR BASED ON THE TERMS AND FEE SCHEDULE SET OUT IN THE ATTACHED PROPOSAL DATED DECEMBER 1, 2022. THE TRANSFER STATION OPERATIONS FEE FOR JULY 1, 2023 – JUNE 30, 2024, WILL BE \$ 876,000.00 AND TRANSPORT AND DISPOSAL FEE OF \$97.00 PER TON. THE FEE FROM JULY 1, 2024 - JUNE 30, 2025, WILL BE \$ 919,800.00 AND TRANSFER AND DISPOSAL FEE OF \$101.85 PER TON.

ACCOUNT NO. 01 40 42 5298

Ms. Valadares reported on Items 9, 10 and 11 together. She agrees with Ms. Lauricella that this is a great opportunity to review the contract and rethink how they will collect garbage throughout the City. She explained their thought processes and possible changes that may occur. She talked about expanding the citywide collection. She said that there are a lot of questions, and they will not be answered and still prepare a bid that is successful to begin by July 1st. They approached City Carting and asked if they would consider a year extension with an option to extend a second year, also asked what the best fee would be offered to the city. They decided to give themselves more time to engage a consultant, put out an RFP and get someone on board to look at the bigger picture of what they can do better with the collections. They are open to discussions about improving their system and that is the reason for the extension. She went through the numbers with the Committee. They also spoke about reducing the amount of garbage and the overall garbage footprint.

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

INFORMATION / DISCUSSION

A. SNOWPLOWING NAME CONTEST

Mr. Torre reported on this. He read all the winning names for the 26 routes.

B. TREE OPERATIONS AND PROGRAMMING

Mr. Torre reported on tree removals. There were two (2) trees removed on Parks property and 12 trees removed in the City ROW. There was a total of 9 trees pruned. Mr. Sotnik reported on tree plantings. For the Fall Planting Program, they planted 230 trees with a total of 401 total trees planted to date.

C. MONTHLY SOLID WASTE REPORT – OCTOBER 2022

Mr. Torre reported on this. He went through the report with the Committee.

D. FOOD SCRAP DROP-OFF REPORT – OCTOBER 2022

Mr. Torre reported on this. He went through the report with the Committee.

E. CURRENT / UPCOMING PROJECTS STATUS

1. CONSTRUCTION

- **DRG2019-1 DREAMY HOLLOW STORM DRAINAGE IMPROVEMENTS**
- **PM2021-1 PAVEMENT MANAGEMENT PROGRAM**
- **RD2020-1 CONCRETE CURBS AND SIDEWALKS**
- **RD2021-2 CONCRETE CURBS AND SIDEWALKS**

- DRG2020-1 ON-CALL DRAINAGE
- RNP2022-2 CALF PASTURE BEACH PARKING AND GREEN INFRASTRUCTURE IMPROVEMENTS
- RNP2022-3 FREESE PARK RAILING REHABILITATION
- BR2021-1 EMERGENCY REPLACEMENT OF ROWAYTON AVENUE BRIDGE OVER KEELERS BROOK
- STATE OF CT DOT PROJECTS AT VARIOUS LOCATIONS

2. ADVERTISED FOR BIDS / PENDING CONTRACT

- BLDG2022-1 PAVING BEN FRANKLIN FACILITY PARKING LOT – BIDS RECEIVED 11/22/2022
- RA2022-2 467 WEST AVENUE UTILITY INFRASTRUCTURE UPGRADE – BIDS DUE 12/7/2022
- RD2022-1 CURBS AND SIDEWALKS AT VARIOUS LOCATIONS – BIDS DUE 12/1/2022
- RD2022-2 CURBS AND SIDEWALKS FOR SENG AND MORTON AREAS – BIDS DUE 12/21/2022
- PM2023-2 PERMANENT ROADWAY REPAIRS & SURFACE RESTORATION – BIDS DUE 12/22/2022

3. DESIGN

- PROJECT 102-366 WEST CEDAR STREET OVER FIVE MILE RIVER
- STORM DRAINAGE EVALUATION AT SELECTED LOCATIONS
- DRG2022-1 LOCKWOOD LANE AND HEATHER LANE STORM DRAINAGE
- CHATHAM DRIVE AND COSSITT ROAD STORM DRAINAGE
- VETERANS PARK VISITOR DOCK REPLACEMENT

The Senior Civil Engineers each reported on their current project status and answered all questions asked by the Committee.

ADJOURNMENT: Ms. Shanahan moved to adjourn.
Motion passed unanimously.
Meeting adjourned at 8:11p.m.

NEXT MEETING: TUESDAY, JANUARY 3, 2023
PUBLIC WORKS COMMITTEE
7:00 P.M. LOCATION TBD



DIRECTOR
James Travers
jtravers@norwalkct.org

PRINCIPAL ENGINEER
Michael Yeosock
myeosock@norwalkct.org

Memorandum

December 27, 2022

To: Members of the Public Works Committee
Members of the Norwalk Common Council

From: Michael Yeosock

Subject: State Project 102-360 Norwalk Traffic Signal System Upgrade - Phase 4

The Department of Transportation, Mobility, and Parking with the assistance of the Purchasing Office issued a request for bids for the construction of State Project 102-360 Norwalk Traffic Signal System Upgrade- Phase 4. This project consists of the replacement of traffic signal equipment at 4 intersections (East Avenue at Sunset Hill Avenue, East Avenue at St. John's, West Avenue at Garner Stret, and West Avenue at Grace Baptist Church) and a bid alternate A traffic signal replacement at the intersection of Newtown Avenue at Allen Road. 100% of the cost for this project is being funded through a Congestion Mitigation and Air Quality grant from the Federal Highway Administration, administered by the Connecticut Department of Transportation.

3 bids were received for the project with the lowest qualified base bid received from Ferguson Electrical Company, Inc. for an amount of \$3,125,192.00. Due to grant funding limitations, bid alternate A will not be awarded. In addition, LED blank-out diversionary signs included as part of the base bid will be deleted from the contract. Bid results are as follows:

Company	Price Bid	Bid Surety
Ferguson Electric Company, Inc. 112 Northwest Drive Plainville, CT 06062	Base Bid - \$3,125,192.00 Alternate A - \$397,396.00	Nationwide Mutual Insurance 15%
The NY-CONN Corporation 5 Shelter Rock Road Danbury, CT	Base Bid - \$3,716,563.00 Alternate A - \$471,187.00	Traveler's Casualty 15%
A M Rizzo Electrical Contractors 64 Triangle Street Danbury, CT	Base Bid - \$3,656,973.00 Corrected Bid - \$3,672,207.00 Alternate A - \$577,806.00	Traveler's Casualty 15%

We recommend the project be awarded to Ferguson Electric Company, Inc subject to CT DOT concurrence and the deletion of the LED blank-out diversionary signs.



CITY OF NORWALK

Daniel Stanton

Senior Civil Engineer

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MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

FROM: Daniel Stanton, P.E. – Senior Civil Engineer *D Stanton*

Cc: Wilber Giron, P.E. – Permit Engineer

RE: Project PM2023-2 Permanent Pavement Repairs & Surface Restoration

DATE: December 23, 2022

The Department of Public Works has prepared plans for “Project PM2023-2.” This project consists of permanent pavement repairs and surface restoration from utility, land development, and projects in the City.

After reviewing the bid results, we recommend that this contract is awarded to the lowest responsible bidder, Burns Construction Company, Inc.. I have attached a copy of the bid sheet for comparison.

I would like to request that the following items be included on the agenda for the January 3, 2023, Public Works Committee meeting.

1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Burns Construction Company, Inc., for Project PM2023-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$488,020.00.
Account No. 03 00 00 2602

2) Authorize the Chief of Operations and Public Works, to execute orders on Contract with Burns Construction Company, Inc., for Project PM2023-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$48,802.00.
Account No. 03 00 00 2602

The bid results can be found at:
<https://www.norwalkct.org/DocumentCenter/Index/1715>

Attached: Project Bid Comparison

3a & 3b

#	Item No	Item	Qty	Unit	Burns	Laydon	Eng Estimate
	1 0304002	PROCESSED AGGREGATE BASE	115	CY	\$50.00	\$	\$50.00
	2 0404110A	PERMANENT ASPHALT PLUGS	6	EA	\$200.00		\$312.50
	3 0406201A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL)	500	SY	\$188.00	\$230.00	\$262.50
	4 0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL)	230	SY	\$125.00	\$150.00	\$175.00
	5 0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR)	650	SY	\$115.00	\$140.00	\$162.50
	6 0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL)	2300	SY	\$70.00	\$76.00	\$78.75
	7 0406279A	MILL FULL LANE 0'-4" (40-200 LF)	275	SY	\$5.00	\$29.00	\$37.50
	8 0406280A	MILL FULL LANE 0'-4" (>200 LF)	1000	SY	\$5.00	\$9.00	\$26.25
	9 0406451A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (40-200 LF) (0.375")	50	TON	\$150.00	\$320.00	\$412.50
	10 0406452A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (>200 LF) (0.375")	100	TON	\$150.00	\$300.00	\$281.25
	11 0406999A	ASPHALT ADJUSTMENT COST	1	ALLOW	\$6,250.00	\$6,250.00	\$6,250.00
	12 0507001A	TYPE 'C' CB	5	EA	\$2,800.00	\$4,800.00	\$3,750.00
	13 0507781	RESET MANHOLE	5	EA	\$1,000.00	\$1,600.00	\$1,250.00
	14 0507792A	RECONSTRUCT CATCH BASIN	5	VF	\$350.00	\$820.00	\$625.00
	40 0811001A	CONCRETE CURBING	100	LF	\$92.00	\$92.00	\$62.50
	15 0815001	BITUMINOUS CONCRETE LIP CURBING	350	LF	\$9.00	\$13.00	\$12.50
	16 0921001A	CONCRETE SIDEWALK	500	SF	\$42.00	\$17.00	\$31.25
	17 0921011A	CONCRETE DRIVEWAY RAMP	25	SF	\$50.00	\$46.00	\$37.50
	18 0921014A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY	50	SF	\$25.00	\$34.00	\$37.50
	19 0921021A	RELAY PRECAST CONCRETE PAVER SIDEWALK	50	SF	\$25.00	\$28.00	\$37.50
	20 0921099A	FLEXI-PAVE PAVEMENT	25	SF	\$45.00	\$98.00	\$56.25
	21 0922001A	BITUMINOUS CONCRETE SIDEWALK	120	SY	\$48.00	\$80.00	\$62.50
	22 0922501A	BITUMINOUS CONCRETE DRIVEWAY	15	TON	\$48.00	\$120.00	\$62.50
	23 0924007A	HANDICAP RAMPS (ADA COMPLIANT)	10	SF	\$28.00	\$110.00	\$37.50
	24 0944003A	FURNISHING AND PLACING TOPSOIL	60	SY	\$48.00	\$39.00	\$18.75
	25 0950003A	TURF ESTABLISHMENT (LAWN)	60	SY	\$50.00	\$9.90	\$1.25
	39 1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	150	LF	\$5.00	\$1.50	\$6.88
	26 1210102	4" YELLOW EPOXY RESIN	200	LF	\$5.00	\$1.50	\$6.88
	27 1210103	4" DOUBLE YELLOW EPOXY RESIN PAVEMENT MARKINGS	300	LF	\$10.00	\$2.50	\$13.75
	44 1210105	EPOXY RESIN PAVEMENT MARKINGS SYMBOLS AND LEGENDS	350	SF	\$20.00	\$5.00	\$35.00
	28 1210106	12" WHITE EPOXY RESIN PAVEMENT MARKINGS	115	LF	\$20.00	\$5.00	\$30.00
	29 1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	75	LF	\$12.00	\$10.00	\$60.00
	30 1302060A	RESET GATE BOXES	10	EA	\$88.00	\$130.00	\$125.00
					\$488,020.00	\$581,587.00	\$655,900.00

Apparent Low Bidder: Burns Construction Company, Inc.
Second Bidder: Laydon Industries, LLC
Third Bidder: N/A



CITY OF NORWALK
Daniel Stanton
Senior Civil Engineer
dstanton@norwalkct.org
P: 203-854-7981 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Daniel Stanton, P.E. – Senior Civil Engineer *D. Stanton*
RE: Bid No. 4255 RD2022-2 Curb and Sidewalk for Senga and Morton Area
Date: December 22, 2022

The Department of Public Works has prepared plans for “RD2022-2.” This Project consists of curb and sidewalk improvements in anticipation of paving this area.

As part of this Project, the following work is proposed to be done:

- This project connects Taylor Avenue to Scribner Avenue providing a safe pedestrian corridor.
- Concrete Curbing and Sidewalk installation and replacements throughout
- Rectangular Rapid Flashing Beacon (RRFB) installation on Scribner Avenue and new crosswalk
- Right of Way (ROW) Grading and guiderail improvements

The Purchasing Agent opened bids for this Project on December 21, 2022 and the apparent low bidder is Contractor Name, with a bid amount of \$774,993.65.

I have attached a copy of the bid results received from the three (3) low bidders for your reference. Therefore, I would like to request that the following items be included on the agenda for the January 3rd, 2023 meeting of the Public Works Committee of the Common Council for approval.

1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Reliable Excavating Co., Inc., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$774,993.65

Account No.

09237100 5777 C0583

134010 5796 APW09

2) Authorize the Chief of Operations and Public Works, to execute orders on Contract with Reliable Excavating Co., Inc., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$77,499.37

Account No.

09237100 5777 C0583

134010 5796 APW09

A copy of the bid information for Purchasing Department Project Number – DPW Project Number – Project Name, can be reviewed by following the link
<https://www.norwalkct.org/DocumentCenter/Index/1715>

Attached: Bid Comparison and Response Summary

4a & 4b
Page 1 of 1

#	Item No	Item	Qty	Unit	Reliable	Colonna	Olmstead	Vitti	Laydon	Star	Eng Estimate
1	202000	0202000-EARTH EXCAVATION	50	CY	\$50.00	\$40.00	\$	\$	\$	\$	\$60.00
2	202002	0202002-ROCK EXCAVATION	1	CY	\$250.00	\$300.00	\$500.00	\$	\$	\$	\$250.00
3	0202451A	0202451A-TEST PIT EXCAVATION	2	CY	\$500.00	\$1,000.00	\$	\$500.00	\$	\$	\$500.00
4	0202503A	0202503A-REMOVAL OF CONCRETE CURBING	10	LF	\$10.00	\$10.00	\$30.00	\$	\$	\$	\$10.00
5	0202504A	0202504A-REMOVAL OF BITUMINOUS CONCRETE CURBING	10	LF	\$10.00	\$10.00	\$15.00	\$	\$	\$	\$10.00
6	302906	0302906-3/4" WASHED CURBING STONE	26	CY	\$35.00	\$65.00	\$35.00	\$	\$	\$	\$55.00
7	304002	0304002-PROCESSED AGGREGATE BASE	5	CY	\$40.00	\$65.00	\$60.00	\$	\$	\$	\$54.00
8	0406202A	0406202A-ROAD ENCRACEMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL	25	SY	\$175.00	\$110.00	\$90.00	\$	\$	\$	\$275.00
9	0406204A	0406204A-ROAD ENCRACEMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	29	SY	\$150.00	\$90.00	\$50.00	\$	\$	\$	\$200.00
10	0406999A	0406999A-ASPHALT ADJUSTMENT COST	1	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$	\$	\$	\$5,000.00
11	506001	0506001-CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	2	CY	\$1,000.00	\$1,600.00	\$1,500.00	\$	\$	\$	\$500.00
12	0507042A	0507042A-RESET CATCH BASIN	15	EA	\$950.00	\$600.00	\$100.00	\$	\$	\$	\$1,500.00
13	507781	0507781-RESET MANHOLE	3	EA	\$950.00	\$600.00	\$100.00	\$	\$	\$	\$1,500.00
14	0507792A	0507792A-RECONSTRUCT CATCH BASIN	20	VF	\$275.00	\$900.00	\$400.00	\$	\$	\$	\$500.00
15	0507831	0507831-CONVERT CATCH BASIN TO MANHOLE	1	EA	\$1,000.00	\$2,000.00	\$3,000.00	\$	\$	\$	\$2,500.00
16	0507897A	0507897A-YARD DRAIN	1	EA	\$1,200.00	\$3,000.00	\$500.00	\$	\$	\$	\$750.00
17	0651343A	0651343A-MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1	ALLOW	\$15,000.00	\$15,000.00	\$15,000.00	\$	\$	\$	\$15,000.00
18	651743	0651743-6" POLYVINYL CHLORIDE, SDR 35 STORM DRAINAGE PIPE	8	LF	\$75.00	\$60.00	\$75.00	\$	\$	\$	\$60.00
19	686801	0686801-PRECAST CONCRETE INFILTRATION GALLERY (4' X 4')	4	LF	\$500.00	\$1,000.00	\$400.00	\$	\$	\$	\$500.00
20	751712	0751712-8" UNDERDRAIN	10	LF	\$50.00	\$70.00	\$80.00	\$	\$	\$	\$50.00
21	0811001A	0811001A-CONCRETE CURBING	6184	LF	\$32.00	\$36.00	\$50.00	\$	\$	\$	\$45.00
22	0811008A	0811008A-CONCRETE CURBING - 6" X >20" <32"	75	LF	\$45.00	\$80.00	\$70.00	\$	\$	\$	\$110.00
23	0811009A	0811009A-CONCRETE CURBING - 6" X 32" <42"	60	LF	\$45.00	\$120.00	\$100.00	\$	\$	\$	\$115.00
24	813500	0813500-RESET STONE BLOCK DRIVEWAY	120	SF	\$20.00	\$15.00	\$10.00	\$	\$	\$	\$30.00
25	814001	0814001-RESET STONE CURBING	200	LF	\$24.00	\$35.00	\$5.00	\$	\$	\$	\$25.00
26	815001	0815001-BITUMINOUS CONCRETE LIP CURBING	100	LF	\$8.00	\$20.00	\$15.00	\$	\$	\$	\$10.00
27	913003	0913003-4" POLYVINYL CHLORIDE CHAIN LINK FENCE - BLACK	121	LF	\$40.00	\$100.00	\$55.00	\$	\$	\$	\$75.00
28	921045	0921045-REPLACE STONE SIDEWALK	25895	SF	\$12.00	\$13.00	\$14.50	\$	\$	\$	\$18.00
29	922001A	0922001A-CONCRETE DRIVEWAY RAMP	5025	SF	\$13.85	\$14.00	\$18.00	\$	\$	\$	\$20.00
30	924007A	0924007A-HANDICAP RAMPS (ADA COMPLIANT)	10	SF	\$25.00	\$25.00	\$40.00	\$	\$	\$	\$45.00
31	0944003A	0944003A-FURNISHING AND PLACING TOPSOIL	25	SF	\$30.00	\$30.00	\$50.00	\$	\$	\$	\$45.00
32	0950003A	0950003A-TURF ESTABLISHMENT (LAWN)	559	SY	\$20.00	\$7.00	\$12.00	\$	\$	\$	\$5.00
33	0975004A	0975004A-NOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	256	SF	\$20.00	\$24.00	\$50.00	\$	\$	\$	\$60.00
34	0980002A	0980002A-PROJECT SURVEY AND STAKEOUT	1151	SY	\$7.00	\$10.00	\$10.00	\$	\$	\$	\$14.00
35	1000010A	1000010A-MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	SY	\$50.00	\$30.00	\$100.00	\$	\$	\$	\$15.00
36	1302060A	1302060A-RESET GATE BOXES	1	SY	\$2.40	\$6.00	\$1.00	\$	\$	\$	\$5.00
37	68600015	68600015-15" RC PIPE - 0' - 10' DEEP	1	LS	\$22,500.00	\$25,000.00	\$25,427.50	\$	\$	\$	\$28,000.00
38	9100020	9100020-METAL BEAM RAIL TYPE R-B 350	1	LS	\$8,000.00	\$10,000.00	\$7,000.00	\$	\$	\$	\$15,000.00
39	9100230	9100230-R-B 350 TERMINAL SECTION CLASS A TYPE II	1	EA	\$871,993.65	\$871,367.00	\$869,359.00	\$	\$	\$	\$935,842.00

Apparent Low Bidder: Reliable Excavating Co., Inc.
Second Bidder: Colonna Concrete & Asphalt Paving, LLC
Third Bidder: Olmstead Contracting, LLC

Notes:
*written bid total was \$969,000.00. Tabulated total is \$969,359.00.

12/21/2022

NORWALK PURCHASING DEPARTMENT

RESPONSE SUMMARY - PROJECT #4255

RD2022-2 Curb and Sidewalk for Senga and Morton Area

Thank you for your response to our Bid. The following pages are a summary of the responses received.

BID SECURITY	VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	AMOUNT
Yes	Reliable Excavating Co., Inc	Yes	Yes	\$774,993.63
Yes	Laydon Industries, LLC	Yes	Yes	\$1,245,594.00
Yes	Olmstead Contracting LLC	Yes	Yes	\$969,000.00
Yes	Star Construction Corporation	Yes	Yes	\$1,279,199.00
Yes	A. Vitti Excavators, LLC	Yes	Yes	\$1,242,092.00
Yes	Colonna Concrete & Asphalt Paving LLC	Yes	Yes	\$871,367.00

*Non-conforming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements



MEMORANDUM

TO: Vanessa Valadares, P.E. – Interim Chief of Operations & Public Works

FROM: Drew Berndlmaier, P.E. – Senior Engineer

CC: Darin Callahan, Esq – Assistant Corporation Counsel

REF: January Agenda Item – VHB, Inc. Pavement Management Software Services

DATE: December 13, 2022

On March 12, 2019, the Council authorized the execution of an agreement, between the City of Norwalk and Vanasse Hangen Brustlin, Inc. (VHB) for pavement engineering and consulting services in connection with the pavement management program, including infrastructure asset management/GIS services. The authorization and agreement was for a base period of three (3) years, with two (2) one year options to extend, for a sum not to exceed \$250,000.00 per year.

Within that same budget, we have the option to sign into an agreement with VHB, Inc for updated, browser based pavement management software (SAM IS), which is the next generation of the software (GPMS) currently being used by DPW and maintained annually by VHB, Inc.

Authorize the Mayor, Harry W. Rilling, to sign an Agreement, between the City of Norwalk and Vanasse Hangen Brustlin, Inc., pavement management software SAM IS, First Year Fee \$19,210.00, Recurring Annual Subscription and Support Fee, \$4,000.00, to be paid out of the existing PO with VHB, Inc.

Account No.

09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021
09 23 4021 5777 C0021

Attachment A - Scope and Fee Proposal FY2022

In response to your request for a fee proposal, VHB will provide pavement inspection, plant and field quality assurance, street evaluation, design services, and asset management evaluation and analysis services for the 2022FY. The proposed fees will remain constant for the term beginning April 1, 2022 through April 1, 2023. Fees (unless otherwise noted) include all overtime, holiday, travel time, mileage, testing, laboratory, equipment rental, postage, phone and miscellaneous direct expenses. For Norwalk's anticipated annual Pavement Management Program, we offer the following annual fee schedule.

Task 1 - Roadway Quality Assurance:

- 1) Plant quality assurance testing.
Estimate is based on estimated the City's 2022 4R plus lump sum add alternatives
Estimate - 20,000 tons x \$2.10/ton = \$ 42,000.00
Estimate - 2,000 tons x \$3.70*/ton (*days with under 200tons produced) = \$ 7,400.00
- 2) Pavement density determination by coring, per street (test strip of each pavement type, plus any streets that result in a penalty).
Estimate - 5 streets x \$1170.00/street = \$ 5,850.00
- 3) Field paving inspection and monitoring will be provided daily.
Estimate - 20,000 tons x \$2.20/ton = \$ 44,000.00
Estimate - 2,000 tons x \$3.95*/ton (*days with under 200 tons produced) = \$ 7,900.00

Task 2 - City Street Evaluations:

- 1) Pavement engineering specialist services to evaluate, develop most probable cause of deficiencies for selected local and arterial/collector roadways, offer pavement cross-sections and two (2) rehabilitation alternatives according to the AASHTO 1993 design manual, based on City provided ADT.
Estimate - 15,840 feet x \$2.85/foot = \$ 45,144.00
- 2) For short (less than 400 feet) and dead end local streets slated for base rehabilitation, by the City's pavement management program, may be evaluated for "interim repair solutions" by profile coring. A series of profile cores will be removed from the gutter-lines, center of each lane and roadway centerline to determine hot mix asphalt (HMA) thickness for "interim" milling/overlay.
Estimate -20 street sections x \$465/section = \$ 9,300.00

Task 3 - Infrastructure Asset Management/GIS Services:

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

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

Estimate – Administration	= \$ 6,300.00
(Plus \$1000 Direct Expenses)	\$ 1,000.00

- 2) Partial Network Pavement Condition Data Resurvey - VHB will update approximately 25% of the pavement surface condition ratings from the City's 266 miles using the RoadManager rating methodology by a visual walking/driving method over the next 8 months. The distress survey will be conducted on those 66+/- miles of street segments having survey dates prior to 2020 or other requisite condition as requested by the City.
2022 Resurvey Estimate – 66 miles x \$265/mile = \$ 17,490.00
- 3) Budgeting and Reporting - VHB will provide an executive summary report of findings including the current condition status, historic trends in pavement condition, budgeting scenario results and recommendations for the maintenance and rehabilitation of the City's pavement infrastructure.
2022 Estimate – = \$ 6,300.00

Task4 – Consultation and Related Expert Services:

- 1) VHB, when requested, shall furnish services of a qualified consultant staff professional specialist to provide engineering studies, make public presentations, design & monitor HMA pavements, develop HMA materials and specifications, Superpave design & testing, liquid binder quality, budget projections and possibly update the City's utility street cut ordinance, rules and regulations (as per attached VHB 2022 Testing Services Schedule).
Estimate UPSET LIMIT – Consultation & Related Expert Services = \$ 28,816.00

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

2022 – 2023 Fiscal Year

Task 1 - Roadway Quality Assurance:	\$ 107,150.00
Task 2 - City Street Evaluations:	\$ 54,444.00
Task 3 - Infrastructure Asset Management Services:	\$ 31,090.00
Task 4 – Consultation and Related Expert Services:	<u>\$ 28,816.00</u>
2022 – 2023 Fiscal Year	<u>\$ 221,500.00</u>

We are pleased to offer the above paving and inspection, project level evaluations, roadway system management, computer support and related expert services for an estimated one (1) year fee of \$221,500.00.

October 20, 2022
(Original: March 14, 2022)

Ref: 82423.22

Drew Berndlmaier, PE, MBA
Senior Engineer
City of Norwalk, Department of Public Works
125 East Avenue, Room 225
Norwalk, CT 06856-5125
(203) 854-7879
dberndlmaier@norwalkct.org

Re: SAM IS® – Smart Asset Management and Inventory System for Pavement

Dear Drew:

Public agencies, municipalities, institutions, and universities face many challenges every year, but few are as important as where to spend the next infrastructure dollar. Understanding the inventory and assets maintained under City ownership is step one. Managing those assets is step two.

VHB has used our experience and understanding of client needs like yours to build a smart tool for routine asset management. The result is an easily implementable, end-to-end asset management platform for our local government partners that is powerful enough to provide useful analysis, and robust enough to cover multiple asset types. VHB's modern web-based asset management platform is named SAM IS® (Smart Asset Management and Inventory System), and we were happy to have demonstrated this for you on July 15, 2021, and discussed it in subsequent conversations as recently as October 2022.

SAM IS® would allow Norwalk to manage infrastructure assets, access and create current and historical condition and maintenance records, create reports and thematic maps of features based on multiple attributes, and perform planning and budgeting analysis. The SAM IS® platform, built on Esri's ArcGIS Online platform, is a configurable solution that can leverage multiple existing data layers. Making it web-based and hosted removes concerns of internal server and system upgrades to run the platform. Further, it gives you power to access the data in the field and from multiple technology platforms.

In developing the platform, we focused on your needs: the identification of cost-effective infrastructure solutions while providing a user-friendly platform to understand and visualize asset inventories. SAM IS® will leverage data within Norwalk to help you make smart and timely decisions. SAM IS® can help on many asset types, including pavement, sidewalks (a module already under development for the City), culverts and bridges, stormwater management, and signs. The SAM IS® platform will help you outline a



plan to maintain your systems strategically, develop tools to communicate and use the information, and integrate the inventory and analysis efforts to work management tasks.

Below is an itemized proposal to set up the SAM IS® platform for the pavement module. This includes a review of existing asset data related to these features, and conversion of the existing mapping for use within SAM IS®.

Scope of Services

The implementation process consists of identifying an existing inventory, like GPMS, importing the inventory into the SAM IS® platform; configuring the system with review/analysis parameters and configured reports, charts, and map setups; user training; hosting and maintenance of the system; and technical support. The following sections describe the steps in more detail for each feature.

1. Data Discovery Task

Prior to the start of the project, The City of Norwalk will transmit to VHB any native electronic data files for use in the SAM IS® platform. This will include any digital files, such as the most current GPMS data, relevant GIS files, spreadsheets, or databases. For the purposes of this proposal, all data transmitted must be provided to VHB in *native* digital format (e.g., databases, spreadsheets; *not* scanned .pdfs or similar). The data in all these files would relate to conditional inspection, repair histories, or asset attributes. If the City wishes to augment this, VHB can prepare a separate data collection amendment.

Please note that this scope reflects an estimate for work in Norwalk using baseline assumptions, and VHB reserves the right to revise this scope and fee to address issues around the data development and importing in Task 2, after Task 1 occurs but prior to commencing the remaining aspects of the project.

For example: for roadway data, centerline geometry data is used to produce segments into intersection-to-intersection links. This spatial layer will be used as a base for the SAM IS® pavement module. Segment data will be added to the layer as available after it has been loaded into the SAM IS® pavement database (per the schema shown in Appendix A). Should the data need to be manually geo-referenced to link the data to the segments, VHB will assess the effort and inform the City if it could be completed within the assumed scope of this contract, as-is.

This Data Discovery Task will culminate with a series of data quality checks, a list of questions from VHB to Norwalk, if any, and a potential short meeting between VHB and the City to review the volume, condition, and format of the data to be imported. Any revisions at the end of this task will be communicated back to the City. *Any modifications to Task 2 will be negotiated to mutual agreement by VHB and the City.* If one cannot be reached, one or both parties may choose not to proceed with the project.



2. Inventory Development and Importing

VHB will host and lead a kickoff meeting to review the scope, and schedule milestones and key deadlines for the project. At this meeting VHB and the City will confirm any data sources from Task 1 for each feature type to be implemented in SAM IS®. System functionality and configurable areas of the system will be reviewed. ArcGIS Online licensing and user setup (according to the City's available Esri ArcGIS online logins) will also be formalized, *as these are pre-requisites for SAM IS®*. Additionally, the City will review and sign the SAM IS® Software-as-a-Service (SaaS) agreement prior to the configuration meeting (included with the full contract and SAM IS terms and conditions).

All data import outlined in Task 2 is contingent on the availability of information and review from Task 1, as well as any supplemental data collection, if the City so desires.

2.1 Pavement

VHB will create Norwalk's pavement management database for ~249 miles of roadway in City by pulling together available data sources, such as City- or State-maintained GIS (Geographic Information System) roadway layers including pavement centerline, City street lists, State of Connecticut roadway inventory files (or similar), and any City-supplied pre-existing pavement management inventories and/or pavement repair history listings (notably, its GPMS database), as is readily available. The success and completeness of this initial population is contingent on the partnership and supply of information between the City of Norwalk and VHB.

The available data will be used to pre-populate a GIS mapped pavement management database in preparation for the pavement condition evaluations. All pavement segments will be attributed with the information collected from the City, as outlined in Task 1. Additional information can be imported into SAM IS®, such as roadway pavement photographs, inventory history, and repair history. These will be discussed and incorporated, if available and possible. An amendment to this agreement would be necessary.

VHB will review and discuss the inclusion of the other inputs needed with the City for a functional and comprehensive asset management system. These inputs include pavement deterioration curve tables, MRR (maintenance-repair-replace) strategy tables, and improvement alternatives, including the cost of the repair. These will allow Norwalk to forecast budgets and planning scenarios. If any input or table does not exist, VHB will work with the City to develop a strategy for how to provide the data.

These data items identified in this task are standard requirements to perform scenario forecasting and budget planning in the pavement module. The City may have some inputs available now, but others may require detailed review to establish them for proper use in SAM IS®. This task only covers the conversion of existing data to the SAM IS® schema. Further, this task reviews potential inputs to assess the full effort necessary, if more needs to be done.



3. Asset Management System Implementation

3.1 Configuration Meeting

As stated previously, VHB will meet with the City to kick off the project and to discuss the configuration and implementation of the SAM IS® pavement module for Norwalk. VHB will discuss with Norwalk the results of the existing data review task and finalize the data migration approach for SAM IS®. VHB will also review the asset management workflow for Norwalk and record any needs that will be highlighted within the platform, specifically with configured dashboards, charts, or queries available based on the SAM IS® data model. VHB will also review and confirm with the City the list of program users with their ArcGIS online logins. Should the City require additional ArcGIS online logins above what they have at the time of the meeting, the City will need to procure them on their own, and then share with VHB the usernames for inclusion into the SAM IS® platform. The configuration meeting assumes one half-day online meeting (not to exceed 4.0 hours).

3.2 Management System Conversion and Implementation

VHB will migrate the City's pavement data into VHB's web-based platform, following the migration approach discussed in Task 2. Additionally, VHB will configure the site according to the specification and discussion of Task 3.1. The SAM IS® user accounts will be linked to the City's ArcGIS Online Named Users (as specified in Task 2 and 3.1) to leverage full use of those accounts with SAM IS® capabilities. All SAM IS® user accounts will access the same SAM IS® database of information.

As an internet-based portal, SAM IS® does not require any local software or data installation. VHB will retain direct access to provide limited remote support and limited data editing/analysis services while you will retain full access to your data. As it does today, VHB will continue to update the SAM IS® functionality and will push those updates to you automatically as part of your on-going subscription service. This proposal is for a full cloud-hosted solution, where all program data will be securely stored on cloud servers and securely accessed via an internet browser application (VHB recommends Google Chrome).

It should be noted that this proposal and implementation reflects a configured SAM IS Pavement Asset Management Program. VHB understands that the City would like to achieve interoperability with a permit tracking application that has yet to be defined and furthermore selected. Based on a meeting in February 2022, VHB determined that much of what the City is looking for can be achieved with additional scripting and batch/routine writing within the environment that VHB configures for the City. VHB can offer consulting services for the City as and during that scripting authoring. That task would be on a more traditional time and materials basis, as it may vary, based on the complexity of the script and the variable / unknown involvement of VHB's technical staff. Therefore, VHB will prepare a supplemental time and materials contract for this portion of the overall project. That will be submitted alongside a formal SAM IS contract, should the City wish to proceed with that.



4. SAM IS® System Training

VHB will perform two training/work sessions (totaling up to 6.0 hours) on the pavement module. All Norwalk personnel who will be using the platform for the pavement asset management module should attend this training. After Norwalk has used the platform for at least ten business days, or a time to be mutually agreed upon by each party, VHB will provide a second training via webinar to answer any questions or concerns. As outlined in Task 5.2, VHB will also provide one year of support to provide additional trainings and customization, as needed.

5. Annual Subscription and Support

5.1 SAM IS® Subscription

Upon implementation, the City will have one year of access to the SAM IS® internet-based platform. VHB will host and maintain the City of Norwalk SAM IS® pavement implementation. The module will help Norwalk manage repairs and surveys completed for the network, while in the field or office, as well as establish budget scenarios to maximize the effectiveness of funding.

An annual subscription-and-maintenance fee covers hosting of the data, including the database server and City of Norwalk SAM IS® module-specific ArcGIS services, and access to all SAM IS® system enhancements and upgrades that are released during that maintenance period. The City is responsible for maintaining their own ArcGIS Named User Accounts, granting them ArcGIS Online Access, as described in Task 3.1. The one-year subscription period begins after the conclusion of the first training session. After the first year, the City will continue to access and edit its SAM IS® asset information through the *auto-renewing* subscription-and-maintenance agreement per the SAM IS® SaaS agreement (included as part of the SAM IS terms and conditions).

5.2 Software Support

VHB will provide up to ten hours of on-call system support in a one-year period. These services may include additional analysis, technical support, or training related to the software, and may be provided by phone, email, web conference, or in certain circumstances, on-site visits. Should the City wish to augment this block of technical support hours, an amendment to this agreement will be required.



Pricing (updated October 2022)

		September/ October 2022 *
1. Data Discovery and Review Meeting (One-time Fee)		
<i>Subtask</i>		<i>Estimated Task Price</i>
	<u>Data Discovery</u>	<u>\$1,395</u>
	Subtask Total	\$1,395
2. Inventory Development and Importing (One-time Fee)		
<i>Subtask</i>		<i>Estimated Task Price</i>
<u>2.1</u>	<u>Pavement</u>	<u>\$5,065</u>
	Subtask Total	\$5,065
3. Asset Management System Implementation (One-time Fee)		
<i>Subtask</i>		<i>Estimated Task Price</i>
3.1	Configuration Meeting	\$1,180
<u>3.2</u>	<u>Pavement Management System Conversion and Implementation</u>	<u>\$6,590</u>
	Subtask Total	\$7,770
4. SAM IS® System Training (One-time Fee)		
<i>Subtask</i>		<i>Estimated Task Price</i>
	<u>SAM IS® System Training</u>	<u>\$980</u>
	Subtask Total	\$980
5. Annual Subscription and Support (Annually Recurring Fee)		
<i>Subtask</i>		<i>Estimated Task Price</i>
5.1	SAM IS® Annual Subscription: Pavement	\$2,500
<u>5.2</u>	<u>Software Technical Support</u>	<u>\$1,500</u>
	Subtask Total	\$4,000
	Total (Tasks 1-5): <i>(if interested, VHB can discuss options for Task 6; this would then update the price for task 6 to some value, and hence the overall contract price/upset limit)</i>	\$19,210

* This pricing is valid through December 31, 2022. Should contract execution occur after December 31, 2022, the pricing values will need to be reviewed and possibly revised.

Ref: 82423.22
October 20, 2022
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If you have any questions or require additional information, please contact me. We look forward to your review of our proposal and an opportunity to discuss how VHB can best assist the City of Norwalk with implementation of SAM IS® – the Smart Asset Management and Inventory System.

Vanasse Hangen Brustlin, Inc.



Appendix A

Roadway schema

Name	Label/Alias	Description	Field Type
OBJECTID	OBJECTID	GIS Maintained ID	esriFieldTypeOID
FCLASSID	Feature Type	Asset type	esriFieldTypeInteger
ROUTEID	Route ID	Original Route ID if provided	esriFieldTypeInteger
NAME	Name	Street name	esriFieldTypeString
FRSEGMENT	From	Cross street from	esriFieldTypeString
TOSEGMENT	To	Cross street to	esriFieldTypeString
FRSTATION	From Station	Linear Referencing From	esriFieldTypeDouble
TOSTATION	To Station	Linear Referencing To	esriFieldTypeDouble
LENGTH	Length (ft)	User Managed Length	esriFieldTypeDouble
WIDTH	Width (ft)	User Managed Width	esriFieldTypeDouble
CSDDIAMETER	Cul De Sac Diameter	Cul De Sac Diameter	esriFieldTypeDouble
SEGMENTAREA	Area (sf)	User Managed Area	esriFieldTypeDouble
PAVTYPEID	Pavement Type	Pavement Type	esriFieldTypeInteger
PAVCLASSID	Pavement Class	Pavement Class	esriFieldTypeInteger
ZONEID	Zone	Municipal Zone	esriFieldTypeInteger
VOLUME	Volume (ADT)	Average Daily Traffic	esriFieldTypeDouble
OWNERTYPEID	Owner	Maintenance Jurisdiction	esriFieldTypeInteger
DISTRICTID	District	District	esriFieldTypeInteger
DTSURVEY	Date of Last Survey	Date of Last Survey Copied from Survey	esriFieldTypeDate
PCI	PCI	Condition Copied from Survey	esriFieldTypeInteger
ISFILTERED	Saved Set	User Defined Field for Selection Retrieval	esriFieldTypeSmallInteger
ISFILTERED2	Custom Selection	User Defined Field for Selection Retrieval	esriFieldTypeSmallInteger
ISONEWAY	One Way?	One Way Street	esriFieldTypeSmallInteger
COMMENT	Comment	User Defined Comment Field	esriFieldTypeString
AVGCURBREVEAL	Curb Reveal	Curb Reveal Copied from Survey	esriFieldTypeDouble
ISECURVE	Is E Curve	Is E Curve Deterioration Type	esriFieldTypeSmallInteger
E_VARMAX	E_VARMAX	E Curve Deterioration Value Set by Deterioration Management Panel	esriFieldTypeDouble
E_VARMIN	E_VARMIN	E Curve Deterioration Value Set by Deterioration Management Panel	esriFieldTypeDouble
E_VARPOWER	E_VARPOWER	E Curve Deterioration Value Set by Deterioration Management Panel	esriFieldTypeDouble



E_VARA	E_VARA	E Curve Deterioration Value Set by Deterioration Management Panel	esriFieldTypeDouble
E_VARB	E_VARB	E Curve Deterioration Value Set by Deterioration Management Panel	esriFieldTypeDouble
P_VARMAX	P_VARMAX	P Curve Deterioration Value Set by Deterioration Management Panel	esriFieldTypeDouble
P_VARPOWER	P_VARPOWER	P Curve Deterioration Value Set by Deterioration Management Panel	esriFieldTypeDouble
P_VARSLOPE	P_VARSLOPE	P Curve Deterioration Value Set by Deterioration Management Panel	esriFieldTypeDouble
RIDEINDEX	Ride Index	Ride Index from Latest Survey for Display and/ruse in repair strategies	esriFieldTypeInteger
DRAINAGEINDEX	Drainage Index	Drainage Index from Latest Survey	esriFieldTypeInteger
UTILITYINDEX	Utility Index	Utility Index from Latest Survey	esriFieldTypeInteger
SIDEWALKINDEX	Sidewalk Index	Sidewalk Index from Latest Survey	esriFieldTypeInteger
TRAFFICCONTROLINDEX	Traffic Control Index	Traffic Control Index from Latest Survey	esriFieldTypeInteger
TRAFFICSAFETYINDEX	Traffic Safety Index	Traffic Safety Index from Latest Survey	esriFieldTypeInteger
MAINTINDEX	Maintenance Index	Maintenace Index from Latest Survey	esriFieldTypeInteger
RCI	RoadIndex	Road Condition Index	esriFieldTypeInteger
CITYID	City Code	City Code	esriFieldTypeInteger
BASEINDEX	Base Index	Base Index from Latest Survey	esriFieldTypeInteger
SURFINDEX	Surface Index	Surface Index from Latest Survey	esriFieldTypeInteger
DTINSTALL	Install Date	Construction Date	esriFieldTypeDate
Shape	Shape	Geodatabase Geometry Field	esriFieldTypeGeometry
ISARCHIVED	ISARCHIVED	Flag to hide feature from system	esriFieldTypeInteger
LAST_EDITOR	LAST_EDITOR	GIS Editor Tracking Last Editor	esriFieldTypeString
CREATED_USER	CREATED_USER	GIS Editor Tracking Created User	esriFieldTypeString
CREATED_DATE	CREATED_DATE	GIS Editor Tracking Created Date	esriFieldTypeDate
LAST_EDITED_USER	LAST_EDITED_USER	GIS Editor Tracking Last Edited User	esriFieldTypeString
LAST_EDITED_DATE	LAST_EDITED_DATE	GIS Editor Tracking Last Edited Date	esriFieldTypeDate
GlobalID	GlobalID	GIS Managed GlobalID	esriFieldTypeGlobalID
PAVEMENTID	Legacy Pavement ID	Legacy Pavement ID	esriFieldTypeInteger
CUSTOM ATTRIBUTES++			

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "Agreement") is entered into by and between VANASSE HANGEN BRUSTLIN, INC., a Massachusetts corporation ("Company") and Customer as of the Start Date. Company and Customer may be referred to herein individually as a "party" and collectively as the "parties."

BACKGROUND

Company offers the Customer a hosted service platform called SAM IS or Smart Asset Management and Inventory System to enable the Customer to inventory, manage, and maintain their transportation and infrastructure assets (the "Platform"), and subject to the terms, conditions and restrictions stated in this Agreement (the content is referred to in this Agreement as "Customer Content"). As used in this Agreement, the term "Service" shall include all of the services and modules made available to the Customer through the Platform, as they may be updated, modified, or changed from time to time, as well as the underlying technology and the content made available through the Platform by Company.

AGREEMENT

This Agreement, which includes the General Terms and Conditions attached as Exhibit A (the "General Terms"), the Statement of Fees and Term attached as Exhibit B, and any order forms executed by Company and Customer from time to time that refer this Agreement and are incorporated herein by this reference (an "Order"), constitute the entire, final and exclusive agreement between the parties regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, negotiations and communications between the parties, whether written or oral, express or implied. No amendment to or modification of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. This Agreement and the General Terms shall be incorporated into and shall apply to and govern any Order, and prevail over any conflicting terms in the Order, unless the Order expressly provides otherwise by means of a specific reference to this Agreement. In the event that any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable and of full force and effect.

Neither the failure of any party to insist upon or enforce strict performance by the other party of any provision of this Agreement, nor the failure, delay or omission by any party in exercising any right with respect to any term of this Agreement, shall be construed as a waiver or relinquishment to any extent of any party's right to assert or rely upon any such provision or right in that or any other instance.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission or by email transmission of a PDF.

VANASSE HANGEN BRUSTLIN, INC.

Customer: City of Norwalk

Name: Steven Anderson

Name: _____

Title: Senior Vice President, Applied Technology

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address for Notice: 101 Walnut Street
PO Box 9151, Watertown, MA 02471

Address for Notice: 125 East Avenue, Room 225
Norwalk, CT 06856

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. LICENSE; RESTRICTIONS; OWNERSHIP; TECHNICAL SUPPORT.

1.1 License. Subject to the Customer's payment of the Fees and the other terms and conditions of this Agreement, Company hereby provides Customer with a limited, non-exclusive, non-transferable, non-sublicenseable, and terminable license to access and use, and to have its employees ("Authorized Users") access and use, the Service solely for Customer's internal business operations during the Term. This license gives Customer permission to use the Service, at its discretion. The terms of this Agreement shall also apply to any modules or features subsequently provided by Company to Customer and/or that have been purchased by Customer that augment or enhance the Service.

Customer agrees that the use of the Platform whether by stationary or mobile means shall require Customer to possess up-to-date and appropriate licenses of any relevant GIS platforms offered through Esri Corporation. Company can advise Customer on such GIS platforms and also procure such on behalf of Customer for additional fees.

1.2 Internet-based services. Customer understands that it accesses and uses the Service over the Internet. Customer and Authorized Users remain solely responsible to obtain and maintain Internet connectivity and any computer hardware or software required for accessing and using the Service. Company and its suppliers are not responsible for compatibility problems of any computer hardware or operating system for which the Service is procured. To use the Service, it may be necessary for Customer's computer systems to send information over the Internet to Company and/or its service providers, and Customer consents to such transmission. Company may update, enhance, add to, suspend, or otherwise change the features, functionality, and user interface of the Service from time to time in its sole discretion and without notice.

1.3 Restrictions. The Service and the Software are licensed, not sold. This Agreement gives Customer only limited permissions to use the Service and related Software and intellectual property rights. Company reserves all other rights. Customer may use the Service and Software only as expressly permitted in this Agreement. In doing so, Customer must comply with any technical limitations in the Service and Software. Without limiting the foregoing, Customer agrees that it may not, and may not allow any Authorized User or third party to (a) work around any technical limitations in the Services and related software, (b) reverse engineer, decompile or disassemble the Software or any part thereof or otherwise attempt to discover any source code, modify the Software in any manner or form, or use unauthorized modified versions of the Software, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service, (c) publish the Software for others to copy, (d) rent, lease, lend, or outsource the Service or Software or make them available on a service bureau or time-share basis, or (e) reproduce, duplicate, copy, sell, trade or resell the Service or Software for any purpose.

Customer is expressly prohibited from sublicensing use of the Service to any third parties. Customer shall not take any action to interfere with the Service or any other user's use of the Service, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Service or circumvent or disable any security or other technological features or measures of the Service. Customer will take reasonable efforts to ensure that the Authorized Users comply with the terms of this Agreement. Customer will also help monitor, administer and manage the use of the Service by Authorized Users, and will be responsible for its Authorized Users' violations of the terms of this Agreement. In this Agreement, "Software" means any software on which the Service operates or which may be available to Customer through the Services, including without limitation Company's proprietary software.

1.4 Ownership. Customer agrees that Company shall own all rights, title and interest in and to all intellectual property rights in the Service, the Software, and all technology, information, know-how and documentation used in the performance of the Service, and all intellectual property rights therein and any Confidential Information of Company (collectively, the "Company Technology"). Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Company Technology, express or implied, or ownership in the Company Technology or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Company. Company agrees that Customer shall own all rights, title and interest in and to all intellectual property rights in the Customer's data, content and information owned, held, used or created by or on behalf of the Customer that is stored using, or inputted into the Service or Software ("Data"). The Customer grants the Company a worldwide, non-exclusive, fully paid, transferable, irrevocable license to use, store, copy, modify, make available and communicate the Data for any purpose.

1.5 Technical Support. Company or its designee will use commercially reasonable efforts to provide technical support to Customer by telephone during Company's regular business hours, which are 8:00 AM - 5:00 PM EST Monday through Friday, except national holidays. Company will strive to respond in a timely manner and address all issues encountered, but does not guarantee or commit to any specific response time that any issues will be resolved.

Company may schedule regular maintenance releases to the Service and may also conduct emergency maintenance releases from time to time. Company may provide Customer with custom engineering related to the Software, subject to the availability of Company personnel and resources and subject to mutual written agreement, executed by both parties, on the scope of such services and applicable fees.

2. TERM; TERMINATION; SURVIVAL.

2.1 Term. The initial term of this Agreement shall be one (1) year commencing on the Start Date as set forth in **Exhibit B** ("Term"). Thereafter, the Term of this Agreement shall automatically renew

for successive one (1) year terms unless (a) Customer provides written notice to Company at least thirty (30) days in advance of the end of the then existing term that it does not wish to renew the term of the Agreement or (b) the Agreement is otherwise terminated in accordance with Section 2.2.

2.2 Termination. This Agreement may be terminated as follows: (a) Company may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice; (b) if either party materially breaches any of the terms or conditions of this Agreement, including but not limited to the payment of any fees, then the non-breaching party may terminate this Agreement by giving written notice to the defaulting party identifying the breach; if the default is not cured within thirty (30) days (ten (10) days for non-payment of fees), then the Agreement will be terminated upon written notice; or (c) this Agreement shall terminate, without notice, (i) upon the institution by or against Customer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Customer's debts, (ii) upon Customer's making an assignment for the benefit of creditors, or (iii) upon Customer's dissolution or cessation of business.

2.3 Survival. Immediately upon any termination of this Agreement, all licenses granted hereunder shall terminate. The provisions regarding intellectual property ownership, disclaimer of warranties, confidentiality, limitations of liability, termination, and any payment obligations shall survive the expiration or termination of this Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this Agreement.

3. FEES; PAYMENT; RECORDS.

3.1 Fees. Customer shall pay the fees as set forth in Exhibit B (the "Fees").

3.2 Payment. All Fees shall be payable within thirty (30) days of Customer's receipt of an invoice from Company. In the event that Customer in good faith disputes an invoice or part of an invoice, Customer shall promptly identify in writing the amounts in dispute and the reasons for the dispute, and Customer shall work in good faith with Company to resolve the dispute. Notwithstanding any such dispute, Customer shall pay all undisputed amounts within thirty (30) days of receipt of the invoice. All payments must be paid in full in United States dollars to Company at the address set forth on the Agreement or at such other address as Company notifies Customer in writing. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due.

4. CONFIDENTIALITY.

4.1 Confidential Information. The parties agree that during the course of performance under this Agreement, each party may disclose to the other party certain technical and/or non-technical information, which is either (i) marked confidential, restricted or proprietary by the disclosing party or (ii) is treated as confidential by disclosing party owner and would reasonably be understood to be confidential, whether or not so marked (defined below) of such disclosing party (collectively, the "Confidential Information"). Company Technology shall be deemed Confidential Information of Company. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown

by the receiving party's files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or (iii) is approved for release by the disclosing party, or (iv) is independently developed by the receiving party without the use of any Confidential Information of the other party.

4.2. Non-Disclosure and Non-Use of Confidential Information. Each of the parties agrees not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except as necessary in the performance of its obligations under this Agreement. Neither party will disclose the Confidential Information of the other party to third parties or to the first party's employees except employees who are required to have the information in order to carry out such parties obligations hereunder.

5. LIMITED WARRANTY; DISCLAIMERS.

Each party hereby represents and warrants to the other that (i) it has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder; and (ii) the making of this Agreement does not violate any agreement existing between such party and any third party.

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED OR ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR TRADE USAGE. COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTIES THAT THE OPERATION OF THE SERVICE OR ACCESS TO THE COMPANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE OR REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICE. COMPANY MAKES NO WARRANTY ABOUT THE SUITABILITY OF THE SERVICE OR CONTENT FOR ANY PURPOSE AND DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. Customer agrees that Company is not responsible for any content that is obtained from parties other than Company. The Service may contain links to websites operated by other parties which are provided for convenience only; Customer agrees that Company is not responsible for the availability or content of such websites. Customer's sole and exclusive remedy, if it is dissatisfied with the Service or any terms, conditions, rules policies, guidelines or practices of Company is to discontinue using the Service. Customer acknowledges and accepts the risks related to the provision of services delivered over the Internet, including delays, bugs and lapses in service, and that delivery of content may be slow, interrupted, and subject to failures and/or crashes. This section shall survive beyond the termination of this Agreement.

6. INDEMNIFICATION.

Company shall, at its own expense, defend or at its option settle any claim brought by a third party that against Customer that alleges that the Service infringes any valid United States copyright or trade secret (a "Claim"), provided that the Customer must

provide Company with (i) prompt written notice of any Claim, (ii) control over the defense and settlement of the Claim and (iii) complete and accurate information relating to the Claim and reasonable assistance to settle and/or defend any Claim. In the event of any Claim that would prevent or limit Customer's use of the Service, Company may, in addition to its indemnification obligations herein, take one of the following actions at its sole expense: (a) procure for Customer the right to continue use of the Service; (b) modify or amend the Company Technology or infringing part thereof, or replace the Company Technology or infringing part thereof with other material having substantially the same or better capabilities, or (c) terminate this Agreement. This Section 6 states Company's entire liability and obligation, and the exclusive remedy of Customer, with respect to any actual or alleged infringement of any intellectual property right or other claim by a third party. This paragraph shall survive the expiration or termination of this Agreement.

7. LIMITATION OF LIABILITY.

NEITHER COMPANY NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICE SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE (ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE) EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE ANNUAL SUBSCRIPTION FEE IT HAS RECEIVED FROM CUSTOMER IN THE IMMEDIATELY PRECEDING SIX MONTHS FROM THE DATE THAT COMPANY RECEIVES NOTICE OF THE CLAIM. THE PARTIES AGREE THAT THE PRECEDING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK, AND THAT BUT FOR THIS LIMITATION OF LIABILITY COMPANY WOULD NOT PROVIDE THE SERVICE.

9. PROHIBITED USES.

Customer agrees that it shall use the Service only for lawful purposes and in accordance with these Terms of Service. Without limiting the preceding sentence, Customer agrees not to use the Services, and not to permit or allow any Authorized User to use the Services (a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and

from the US or other countries), (b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way, (c) for activities that are unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane, or invasive of another's privacy, (d) to use the Service in any manner that could disable, overburden, damage, or impair them or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Service, (e) to use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the information or content on the Service, (f) to use any manual process to monitor or copy any of the information or content on the Service or for any other unauthorized purpose without our prior written consent, (g) to use any device, software or routine that interferes with the proper working of the Service, (h) to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful, (i) to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is hosted, or any server, computer or database connected to the Service, (j) to attack the Service via a denial-of-service attack or a distributed denial-of-service attack, or (k) to otherwise attempt to interfere with the proper working of the Service.

10. GENERAL.

10.1 Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be sent to the address set forth on the Agreement or to such other address as any party may from time to time specify in writing to the other party.

10.2 Relationship of the Parties. It is the parties' intention that Customer and Company shall be independent contractors under the Agreement. The Agreement will not be construed as a partnership or joint venture between the parties, and neither will be liable for any obligations incurred by the other party, including but not limited to any contract or agreement of employment.

10.3 Governing Law. The Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the Commonwealth of Massachusetts, U.S.A., without reference to its choice of law rules.

10.4 Assignability. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except to a successor of all or substantially all of the assignor's business or assets to which this Agreement relates. Any assignment in violation of this Section 10.4 is null and void.

EXHIBIT B

Statement of Fees and Term

Start Date: The Start Date of this Agreement shall be TBD and continue in accordance with Article 2 of the Agreement.

Fees: Customer shall pay \$ 2,500 on an Annual Basis upon the initial or anniversary date of the term of this Agreement.

Modules available to Customer: Pavement

TECHNICAL SUPPORT ADDENDUM

This Technical Support Addendum (this "Addendum"), supplements, but does not replace, the Master Subscription Agreement (the "Agreement") between Vanasse Hangen Brustlin, Inc. ("Company") and Customer. Any defined term used herein which is not otherwise defined shall have the meaning set forth in the Agreement.

1. TERM; TERMINATION; SURVIVAL.

1.1 Term. The initial term of this Addendum shall be one (1) year commencing on the Start Date established under the Agreement. Thereafter, this Addendum shall automatically renew for successive one (1) year terms unless (a) Customer provides written notice to Client at least thirty (30) days in advance of the then existing term that it does not wish to renew the term of the Addendum; (b) if the Addendum is otherwise terminated as set forth herein; or (c) upon termination of the Agreement.

1.2 Termination. This Addendum may be terminated as follows: (a) Company may terminate this Addendum for any reason or no reason upon thirty (30) days' written notice; (b) if either party materially breaches any of the terms or conditions of this Addendum, including but not limited to the payment of any fees, then the non-breaching party may terminate this Addendum by giving written notice to the defaulting party identifying the breach; if the default is not cured within thirty (30) days (ten (10) days for non-payment of fees), then the Addendum will be terminated upon written notice; or (c) this Agreement shall terminate, without notice, (i) upon the institution by or against Customer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Customer's debts, (ii) upon Customer's making an assignment for the benefit of creditors, or (iii) upon Customer's dissolution or cessation of business.

1.3 Survival. Should this Addendum be terminated as set forth herein, such termination shall not affect the Agreement unless Customer also elects to terminate the Agreement or the Agreement is otherwise terminated as provided for in the Agreement.

2. SUPPORT SERVICES.

2.1 Services. Support Services are intended to resolve issues experienced by the Customer with the operation of the Platform, including technical troubleshooting, functional expertise and instruction on the configuration and use of the Platform and Services, as well as general customer service.

2.2 Exceptions.

2.2.1 Company's responsibilities in relation to the support services described herein do not include defects caused through viruses or other outside influences, provided they were not negligently introduced by Company, or defects caused by third parties in other ways or through other circumstances outside Company's control such as defects in equipment, accessories or software not constituting part of the licensed Software or the delivered Services.

2.2.2 Support services shall not include any questions or issues beyond the technical aspects of the Platform and Services related to a specific project. In the event Company determines that the support request is outside of the support services covered by this Addendum, Company shall provide Customer with a scope of services and applicable fee for such services, which shall be subject to authorization by the Customer and execution of a separate agreement by both parties.

2.2.3 Company may offer Customer the ability to use third-party applications in connection with the Platform and Services. Any such third-party application will be subject to acceptance by Customer or its designee. The use of a third-party application with the Platform may require Customer to enter into a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application and Company's support service will not extend to any third-party applications.

3. SUPPORT REQUEST AND RESPONSE TIME.

3.1 Submitting a Request. Support Services may be requested by Customer or its designee by emailing samis@vhb.com or by submitting a request through www.samisbyvhb.com, "Contact" page.

3.2 Response Time. Service response time shall be in accordance with the terms of the Agreement.

4. SUPPORT FEES. Customer shall pay \$ 1,500 on an Annual Basis upon the initial or anniversary date of the term of this Addendum. This shall equate to 10 hours of technical support service time. Customer may inquire about service hours used/remaining by emailing samis@vhb.com. Should additional service time be required, Company and Customer shall enter into an amendment to cover such additional time. Any termination of this Addendum shall not permit or entitle Customer to a refund of any monies paid hereunder.

5. GENERAL PROVISIONS. This Addendum is intended to be a master addendum for support services. Customer acknowledges that the Platform and Services are being supplied to Customer separately from this Addendum subject to the terms of the Agreement. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control but only with respect to the technical support services covered by this Addendum.

VANASSE HANGEN BRUSTLIN, INC.

Customer: [City of Norwalk]

Name: Steven Anderson

Name: _____

Title: Senior Vice President, Applied Technology

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address for Notice: 101 Walnut Street
PO Box 9151, Watertown, MA 02471

Address for Notice: 125 East Avenue, Room 225
Norwalk, CT 06856

**FIRST AMENDMENT TO THE
MASTER SUBSCRIPTION AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
VANASSE HANGEN BRUSTLIN, INC.**

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the **CITY OF NORWALK** (“Customer”), acting herein by Harry W. Rilling, its Mayor, duly authorized, and **VANASSE HANGEN BRUSTLIN, INC.** (“Company”), a foreign corporation organized under the laws of the State of Massachusetts and registered to do business in the State of Connecticut with a principal place of business located at 100 Great Meadow Road, Suite 200, Wethersfield, CT 06109, acting herein by Steven Anderson, its Senior Vice President, duly authorized. The Customer and Company are referred to herein collectively as the “Parties” and individually as the “Party.”

WHEREAS, the Parties on even date herewith entered into a certain agreement entitled Master Subscription Agreement for Services available through the Company’s Platform (the “Agreement”);

WHEREAS, the Parties wish to amend said Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein contained, the Parties hereby amend the Agreement as follows:

A. **Definitions.** Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Agreement.

B. **Amendment to the Agreement.** As of the Effective Date of this First Amendment, the Agreement is hereby amended or modified, *mutatis mutandis*, as follows:

1. The last sentence of Section 1.4 “Owner” of the Agreement is hereby deleted and replaced with the following:

The Customer grants the Company a worldwide, non-exclusive, fully paid, transferable, irrevocable license to use, store, copy, modify, make available and communicate the Data for any purpose directly related and necessary for the Customer to use the Services available through the Platform.

2. The following Section 2.1.1 “Non-Appropriation” is hereby added to the Agreement:

Non-Appropriation: The Parties hereto understand that the Customer dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended term.

Notwithstanding provisions to the contrary, the Customer may terminate this Agreement at the end of any fiscal period (by June 31) if sufficient appropriations or budgeted funds are not available to pay the annual compensation totals stated herein, by giving thirty (30) days written notice that the necessary funding has been denied.

3. Subparagraph (a) of Section 2.2 "Termination" is deleted and replaced with the following new subparagraph (a):

Company and Customer may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice;

4. The second sentence of Section 2.3 "Survival" is hereby deleted and replaced with the following new second sentence:

The provisions regarding intellectual property ownership, disclaimer of warranties, confidentiality, limitations of liability, termination, data protection and any payment obligations shall survive the expiration or termination of this Agreement for any reason.

5. The second sentence of Section 4.2 "Non-Disclosure and Non-Use of Confidential Information" is hereby deleted and replaced with the following new second sentence:

Neither Party will disclose the Confidential Information of the other party (i) to third parties or to the first party's employees except employees who are required to have the information in order to carry out such parties obligations hereunder, and (ii) as required by law, including, but not limited, valid subpoena or under Conn. Gen. Stat. § 1-200 et. seq.

6. Section 7. "Limitation of Liability" of the Agreement is hereby deleted and replaced with the following new Section 7:

NEITHER COMPANY NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICE SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE (ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE) (COLLECTIVELY "SPECIAL DAMAGES") EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED ONE MILLION DOLLARS (\$1,000,000.00). THE PARTIES AGREE THAT THE PRECEDING LIMITATIONS

REPRESENT A REASONABLE ALLOCATION OF RISK, AND THAT BUT FOR THIS LIMITATION OF LIABILITY COMPANY WOULD NOT PROVIDE THE SERVICE.

7. Section 10.3 "Governing Law" of the Agreement is hereby deleted and replaced with the following new Section 10.3:

The Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Connecticut, U.S.A, without reference to its choice of law rules

C. GENERAL PROVISIONS.

1. This First Amendment shall be effective on the Effective Date set forth above.

2. Except as expressly provided in this First Amendment, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. Except as expressly provided in this First Amendment, the Company shall perform the Services on the same terms and conditions pertaining to the Services in the Agreement. On and after the Effective Date of this First Amendment, each reference in the Agreement to "this Agreement," "the Agreement," "this Contract," "the Contract," "hereunder," "hereof," "herein," or words of like import and each reference to the Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Agreement will mean and be a reference to the Agreement as amended by this First Amendment.

3. This Agreement may be executed and delivered via facsimile or electronic mail by either of the Parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

[SIGNATURES ON FOLLOWING PAGE]

Signed, Sealed and Delivered
in the Presence of:

VANASSE HANGEN BRUSTLIN, INC.

Witness

Witness

By: _____
Steven Anderson
Its Senior Vice President
Duly Authorized

Date Signed: _____

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller/Assistant Comptroller

Date: _____



Engineers | Scientists | Planners | Designers

100 Great Meadow Road, Suite 200, Wethersfield, Connecticut 06109

P 860.807.4300 F 860.372.4570 www.vhb.com

Client Authorization

☒ New Contract

Date: March 14, 2022

☐ Amendment No.

Project No. 82498.22

Project Name: Norwalk, CT – SAM IS Pavement GIS technical support

To: Drew Berndlmaier, PE, MBA
Senior Engineer
City of Norwalk
Department of Public Works
125 East Avenue, Room 225
Norwalk, CT 06856-5125

	Cost Estimate	
	Amendment	Contract Total
Labor		\$2,150
Expenses		
TOTAL		\$2,150

Email: dberndlmaier@norwalkct.org

☐ Lump Sum

☒ Time & Expenses

☐ Cost + Fixed Fee

☐ Labor Multiplier

Phone No: (203) 854-7879

Estimated Date of Completion: TBD

SCOPE

VHB will provide, on a time-and-materials basis, GIS and database consulting services to the City of Norwalk for the express intent to copy out/export SAM IS Pavement PCI data from its ArcGIS Online database implementation into a locally stored geodatabase for its future permit application needs.

- Data extraction/copying will be accomplished through standard endpoints of configured GIS services within ArcGIS Server, available as result of the SAM IS implementation process.
- VHB will provide a secure credential to access the ArcGIS Server services.
- The City's GIS team/professionals will then decide which data is to be extracted, when, and to where it should go locally.
- With that the City creates a query and extracts said data from within SAM IS that they wish to store locally for their use.
- This query can be integrated into a repeatable, scheduled routine via standard Python language scripting.
- VHB's technical professionals will serve as consultants, offering guidance, technical support, and review services for this specific GIS/database technology event.

For this effort, VHB's two technical consultants will provide up to five hours each of consulting time.



Prepared by: Alan Belniak, PE

Document Approval:

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

☒ Subject to attached terms & conditions

☐ Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



VHB HOURLY BILLING RATES

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
260	Technical/Professional 26	\$355
250	Technical/Professional 25	\$330
240	Technical/Professional 24	\$305
230	Technical/Professional 23	\$285
220	Technical/Professional 22	\$260
210	Technical/Professional 21	\$250
200	Technical/Professional 20	\$240
190	Technical/Professional 19	\$230
180	Technical/Professional 18	\$220
170	Technical/Professional 17	\$210
160	Technical/Professional 16	\$200
150	Technical/Professional 15	\$190
140	Technical/Professional 14	\$180
130	Technical/Professional 13	\$170
120	Technical/Professional 12	\$160
110	Technical/Professional 11	\$150
100	Technical/Professional 10	\$140
090	Technical/Professional 09	\$130
080	Technical/Professional 08	\$120
070	Technical/Professional 07	\$110
060	Technical/Professional 06	\$100
050	Technical/Professional 05	\$90
040	Technical/Professional 04	\$80
030	Technical/Professional 03	\$70
020	Technical/Professional 02	\$60
010	Technical/Professional 01	\$50
350	Technical/Support 5	\$90
340	Technical/Support 4	\$80
330	Technical/Support 3	\$70
320	Technical/Support 2	\$60
310	Technical/Support 1	\$50
500	Court Testimony Starts at	\$355

Reimbursable and subconsultant expenses are billed at cost plus 10%.

STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for

the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**

Paving Metrics

completed in the calendar year (Jan 1st - December 7th) of 2022

2021		2022	
Street	Miles	Street	Miles
Arlington Street	0.046	Crest Road	0.20
Barnfield Road	0.113	Hamstrom Place	0.13
Bartlet Manor	0.743	Highland Avenue	0.11
Belair Rd	0.191	Ridgewood Avenue	0.14
Bittersweet Trail	0.167	Roton Avenue	0.20
Cavanaugh Street	0.148	Rowayton Avenue	0.48
Crooked Trail	0.423	TopSail Road	0.10
Dibble Street	0.095	Witch Lane	0.27
Douglas Drive	0.78	Oak Hill Avenue	0.43
Flower Lane	0.1	Isaacs Street	0.01
Fort Point Street	0.206	Old Saugatuck Road	0.21
Gordon Street	0.083	Belden Hill Road	0.04
Hunt Street	0.267	Soundview Avenue	0.24
Lake Street	0.04	Iris Court	0.13
Larkspur Lane	0.11	Primrose Court	0.23
Ledge Road	0.17	Hadiik Parkway	0.11
North Taylor Avenue	0.303	Aviation Court	0.05
Nursery Court	0.106	Beauford Road	0.13
Parallel Street	0.114	Indiana Place	0.02
Range Road	0.211	Woodchuck Ct	0.21
Red Oak Lane	0.288	Woodchuck Ct West	0.06
Second Street	0.268	BETMARLEA ROAD	0.49
South Smith Street	0.216	HUNTERS LANE	0.22
Styles Lane	0.35	HUNTERS LANE	0.23
Thomson Street	0.268	REDCOAT ROAD	0.44
Timothy Road	0.201	FILLOW STREET	0.87
West Rocks	1.284	ROWAYTON AVENUE	0.29
Woodward Avenue	0.319	WEST AVENUE	0.13
Reed St	0.217	PUTNAM AVENUE	0.03
		BUTTON BALL TRAIL	0.13
		JARVIS STREET	0.10
		RAINBOW ROAD	0.17
		RAINBOW ROAD	0.12
		WOODCHUCK LANE	0.33
		AIKEN STREET	0.08
		CENTER AVENUE	0.27
		CENTER AVENUE EXT	0.17
		DELAWARE AVENUE	0.10
		FREMONT PLACE	0.05
		HARRIET STREET	0.08
		HARRIET STREET	0.05
		HARRIET STREET	0.13
		HUDSON STREET	0.04
		HUDSON STREET	0.05
		HUDSON STREET	0.04
		HUDSON STREET	0.11
		OHIO AVENUE	0.25
		PLYMOUTH AVENUE	0.27
		FLAX HILL ROAD	0.78

Scope of Remaining Work 2022			
Street Name	LF	Tonnage	Miles
AIKEN STREET	3155	1237	0.60
VAN TASSEL COURT	263	103	0.05
RICHARDS AVENUE	2500	1368	0.47

Totals Remaining 2022	
Tonnage	2,708
Miles	1.12

Completed 2021	
Number of Roads	29
Linear Ft Paved	41,331
Center Lane Miles Paved	7.83
Total Tonnage	21,593

Completed 2022	
Number of Roads	49
Linear Ft Paved	50,211
Center Lane Miles Paved	9.51
Total Tonnage	19,399

Percent Difference from 2021	
Number of Roads	59%
Linear Ft Paved	21%
Center Lane Miles Paved	21%
Total Tonnage	-10%

Remaining Work From 2022	
Number of Roads	3
Linear Ft Paved	5,918
Center Lane Miles Paved	1.12
Total Tonnage	2,708

A

Concrete Sidewalk

completed in the calendar year (Jan 1st - December 15th) of 2022

Completed Concrete Sidewalks 2021	
Street Name	Miles
Second Street	0.35
Woodward Avenue	0.23
Bartlett Neighborhood	0.51
Beauford Road	0.24
Center Avenue	0.49
O'Brien Street	0.02
Rowayton Avenue	0.13

Scope of Remaining Work 2021	
Street Name	Miles
Harriet Street	0.25
Center Ave Ext	0.04

Total Forecast to be Completed 2021	
Totals	2.249

Completed Concrete Sidewalks 2022		
Street Name	LF	Miles
Soundview & Cliff	3341.3	0.63
Cottage, Osborne & Goodrow	3868.8	0.73
Ohio	2738	0.52
Elmwood	3688	0.70
Plymouth	2474	0.47
Delaware	838	0.16
Fremont	412	0.08
Thames	1146	0.22
Hudson	1299	0.25
Alken	862	0.16
Buckingham	812	0.15

Scope of Remaining Work 2022		
Street Name	LF	Miles
Buckingham	812	0.15

Total Forecast to be Completed 2022		
Totals	22,291	4.222

Percent Difference from 2021	87.70%
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Drainage

completed in the calendar year (Jan 1st - October 6th) of 2022

2021 On - Call Drainage		
Street Names	Roads	Total Cost
North Taylor Avenue	7	\$ 251,765.78
West Norwalk Road		
Meeker Court		
Rowayton Avenue		
Comstock Hill Avenue		
Old Trolley Way		
Crest Road		

2022 On - Call Drainage		
Street Names	Roads	Total Cost
Plymouth Ave	16	\$ 1,512,424.51
Freemont Pl		
O'Brien St		
Ohio Avenue		
Thames Street		
Prospect Street		
West Norwalk Road		
Buttonball Trail		
Jarvis Street		
Aiken Street		
Belair Road		
Huckleberry Drive		
Parallel Street		
Hunters Lane		
Assisi Way		
Grunman Ave		
Shirley Street		
Island Drive		

Scope of Remaining Work 2022		
Street Names	Roads	Estimated Total Cost
Seaview/Osborn	4	\$ 900,000.00
Hillside Place		
Cossit Road		
Chatham Drive		

Total Cost 2021	251,765.78
\$	

Total Cost 2022	1,512,424.51
\$	

Total Cost Difference from 2021	501%
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Difference in Catch Basins from 2021	176%
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Difference in LF of Pipe Basins from 2021	51%
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Catch Basins Installed 2021	17
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Linear Feet of Pipe Installed 2021	2,658
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Catch Basins Installed 2022	47
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Linear Feet of Pipe Installed 2022	4,009
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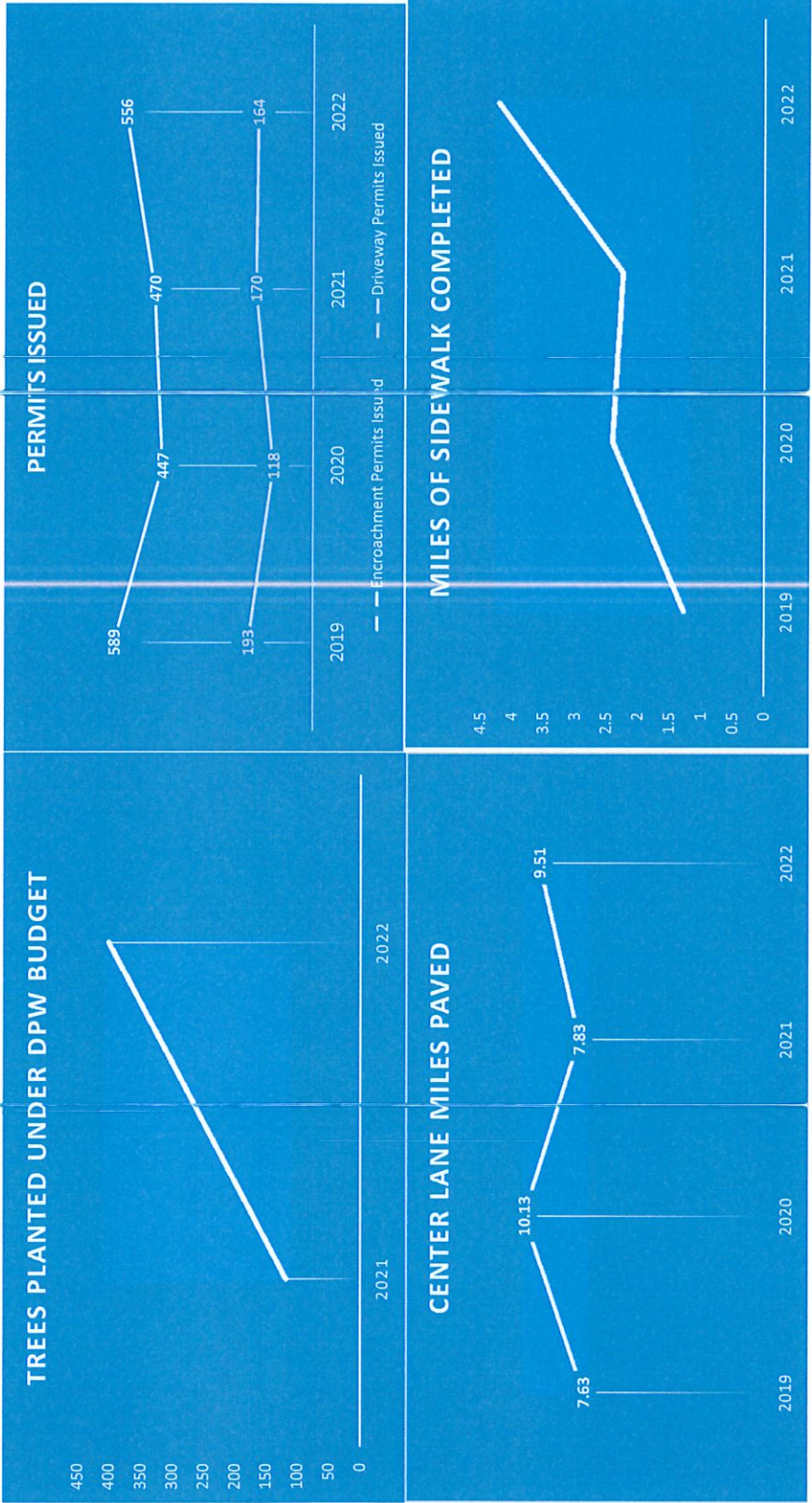
Trees from DPW Budget

completed in the calendar year (Jun 1st - November 14th) of 2022

Trees Planted 2021	
Spring Cycle	26
Fall Cycle	93
Total Number of Trees Planted	119

Trees Planted 2022	
Spring Cycle	171
Fall Cycle	230
Total Number of Trees Planted	401

Difference in Spring Cycle	558%
Difference in Fall Cycle	147%
Total Difference from 2021	237%





To: Vanessa Valadares , Chief of Operations and Public Works
Chris Torre, Superintendent of Operations
Monique Cipriano, Administrative Assistant

From: Dilene Byrd, Administrative Assistant

Date: December 19, 2022

Re: MSW and Recycling Report - November 2022

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Nov-21	Current FY: Nov-22	Change	FY 22/23 Cumulative
Curbside tonnage	1,268.91	1,260.25	-0.7%	8,343.39
MSW tonnage out	1,929.27	1,964.75	1.8%	10,040.88
Transfer station operating fee	\$72,375.00	\$73,791.67	2.0%	\$368,958.35
Transport and disposal fee	\$183,280.65	\$190,580.75	4.0%	\$973,965.36
Curbside collection fee	\$104,396.33	\$107,528.17	3.0%	\$537,640.85
Total operating costs (less curbside)	\$255,655.65	\$264,372.42	3.4%	\$1,342,923.71

MSW Consolidated Budget	
FY 22/23 Budget	\$4,793,838.00
Amount expended	\$1,880,564.55
Percent remaining	60.8%

Recycling Collection				
Recycling Collection	Previous FY: Nov-21	Current FY: Nov-22	Change	FY 22/23 Cumulative
Curbside tonnage	751.76	720.71	-4.1%	3,642.94
Transfer station tonnage	32.52	29.87	-8.1%	173.85
Total monthly tonnage	784.28	750.58	-4.3%	3,816.79
Curbside collection fee	\$101,341.67	\$104,381.92	3.0%	\$521,909.60

Recycling Budget	
FY 22/23 Budget	\$1,287,583.00
Amount expended	\$521,909.60
Percent Remaining	59.5%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Nov-21	Current FY: Nov-22	Change	FY 22/23 Cumulative
Transfer station tip fees	\$36,591.90	\$47,154.55	28.9%	\$236,211.60
Recycling revenue (curbside)	\$13,155.80	\$12,612.43	-4.1%	\$63,751.45
Recycling revenue (T.S.)	\$569.10	\$522.73	-8.1%	\$3,042.38
Total revenues	\$50,316.80	\$60,289.70	19.8%	\$303,005.43

C

Pilot Food Scrap Drop-Off Program

D

Pilot Food Scrap Drop-Off Program

[illegible]