

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 27, 2018

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Lori Torrano, Ethics Board

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization for discussion: Nancie Roth Natale v. City of Norwalk

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Approve the 2019 – 2020 Department of Recreation and Parks Facility Usage and Park Fees.

B. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Approve the Health Department fee schedule as set by the Director of Health with the concurrence of the Board of Health at their November 28, 2018 meeting.
- 2a. Authorize the Mayor, Harry A. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the State of Connecticut for the Lead Poisoning Prevention Program for the period November 5, 2018 through September 29, 2019.
- 2b. Authorize the Mayor, Harry A. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Lead Poisoning Prevention Program for the period November 5, 2018 through September 29, 2019.
- 3a. Authorize the Mayor, Harry W. Rilling to execute any and all agreements, documents, instruments and amendments necessary to request and accept grant funds under the Office of Policy and Management 2019 JAG Local Violent Crime Prevention Program in the amount of \$12,988.64.
- 3b. Authorize the Police Chief, Thomas Kulhawik, to execute any and all agreements, documents, instruments, and amendments thereto as may be necessary to implement all programs through the State of Connecticut Office of Policy and management 2019 JAG Local Violent Crime Prevention Program, pursuant to such grant funding.

C. PUBLIC WORKS COMMITTEE

1. Approve the Fourth Taxing District property extensions through September 30, 2018 as per the list dated October 24, 2018.
2. Authorize the Mayor, Harry W. Rilling, to execute a 2nd Amendment with the Norwalk Transit District for design plans by Stantec, Inc. for State Project 102-350 Norwalk River Valley Trail – Phase 2 for an amount not to exceed \$9,800 (scope of services dated November 14, 2018 attached).

Account No. 09 16 4021 5777 C0407

3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to extend the existing Agreement with Susan Prosi Johnson dated December 15, 2017 for the provision of Consultant Services for Walk Bridge Program Management for a period of one (1) year through December 14, 2019 with two one year renewals subject to

budget availability and written authorization of the Director of Public Works. (Subject to a copy of the Agreement)

Account No. 01 40 30 5258

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

Account No. 09 06 4021 5777 C0315
09 09 4021 5777 C0315
09 14 4021 5777 C0315

5. Acknowledge the receipt of the application for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue.
6. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for the January 2019 Public Works Committee Meeting (date to be determined and advertised) at 7:00 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.
7. Refer the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue to the Planning Commission for a CGS 8-24 review.

8. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Vanasse Hangen Brustlin, Inc. (VHB) Contract to provide plant and field testing, coring, asset management resurvey, and administrative reporting for Project PM2018-1 Pavement Management Program, for a sum not to exceed \$60,000.00.

Account No. 09 18 4021 5777 C0021

9. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and AECOM, for on-call engineering and infrastructure inspections on an as-needed basis in an amount not to exceed \$20,000.00.

Account No. 100002365

Account No. 09 14 4021 5777 C0315

Account No. 09 16 4021 5777 C0232

10. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Tighe & Bond for Lockwood Matthews Mansion Water Main Replacement and Fire Service in accordance with the proposal dated November 21, 2018 in the amount not to exceed \$15,500.

Account No. 09 17 6310 5777 C0132 (Historical Commission)
01 40 30 5258

11. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Construction Solutions Group, LLC (CGS), for Owner's Representative Services related to the Functional Replacement of the Maritime Aquarium Project in an amount not to exceed \$135,000.00.

Account No. 100% State Funded per Administrative Settlement Agreement

D. PERSONNEL COMMITTEE

1. Approval of and Vote on Chief of Economic and Community Development candidate, Jessica Casey.

E. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with A-Preferred Construction, LLC for Phase I of the Ben Franklin Center Roof Replacement Project for a total not to exceed \$186,550.00. Funds are available from account #09197100 5777 C0295 and #09197100 5777 C0476
- 1b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$18,655.00

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**DECEMBER 11, 2018
COUNCIL CHAMBERS**

- VIII. RESOLUTIONS FROM COMMON COUNCIL
- IX. MOTIONS POSTPONED TO A SPECIFIC DATE
- X. SUSPENSION OF RULES
- XI. ADJOURNMENT

APPOINTMENTS

ETHICS BOARD

C

Chapter 32-12

LORI TORRANO (R)

Term Expires 03/10/2021

22 Dry Hill Road
Norwalk, CT 06851

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

Mayor Rilling called the meeting to order at 7:33 p. m. and led the Assembly in reciting the Pledge of Allegiance.

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

I. ROLL CALL

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

Council at Large:	Mr. Gregory Burnett Mr. Doug Stern	Mr. Nicholas Sacchinelli Ms. Barbara Smyth
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Mr. Ernest Dumas	Mr. Travis Simms (7:42 p. m.)
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. Douglas Hempstead	Mr. George Tsiranides
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call there were thirteen (13) Common Council members present and two absent (Mr. Simms and Mr. Corsello).

Also present were Mayor Harry Rilling, Corporation Counsel, Mario Coppola and City Clerk, Donna King.

II. ACCEPTANCE OF MINUTES

Regular Meeting November 13, 2018

Page 1 Change "called the meeting to order at 7:3 p. m." to "called the meeting to order at 7:30 p. m."

**** MR. IGNERI MOVED TO APPROVE THE NOVEMBER 13, 2018 MINUTES AS AMENDED.
** THE MOTION PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

No member of the public came forward.

IV. MAYOR

A. Resignations and Appointments:

Resignations: Peter Franz, Bike Walk Commission

Appointments: Christina T. Bisceglie, Bike Walk Commission

**** MR.IGNERI MOVED TO APPOINT CHRISTINA T. BISCEGLIE TO THE BIKE WALK COMMISSION.
** THE MOTION PASSED UNANIMOUSLY.**

Ms. King administered the oath of office to Ms. Bisceglie.

Reappointments:

No items were brought forward.

Mayor's Remarks:

Mayor Rilling stated that the City Hall tree lighting will be held this Friday. He stated that the First Taxing District will be holding a tree lighting on the Green. The Wall Street Theater will be having a tree lighting on Saturday. He stated that the Norwalk Historical Society will be reopening the Governor Finch Law Office on Sunday December 2nd. The Stew Leonard's Menorah Lighting will be on Monday December 3rd. The menorah at City Hall will be lit on Thursday December 6th.

Mayor Rilling stated that the Rowayton Nativity Pageant will be held on Saturday, December 8th. The Third District Tree Lighting will be held on Sunday, December 9th.

V. COUNCIL PRESIDENT

A. General Council Business:

1. Appointment of Darin Callahan as Assistant Corporation Counsel.

2. Appointment of Christie Jean, Esp. as Associate Corporation Counsel.

**** MR. KYDES MOVED TO APPROVE DARIN CALLAHAN AS ASSISTANT CORPORATION COUNSEL
AND CHRISTIE JEAN, ESP. AS ASSOCIATE CORPORATION COUNSEL.
** THE MOTION PASSED UNANIMOUSLY.**

Mr. Simms arrived to the meeting at 7:42 p. m.

3. Election of Common Council President.

- ** MR.IGNERI MOVED TO NOMINATE TOM LIVINGSTON TO THE POSITION OF COMMON COUNCIL PRESIDENT.**
- ** THE MOTION PASSED UNANIMOUSLY.**

Resignations and Appointments

Resignations:

No items were brought forward.

Appointments:

Mr. Livingston stated that the new Majority Leader will be Mr. Kydes.

Reappointments:

Mr. Livingston stated that Mr. Hempstead will be reappointed as Minority Leader.

B. Consent Calendar:

- ** MS. SMYTH MOVED THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

- 1. AUTHORIZATION TO SETTLE CLAIM: NORWALK V. HANOVER INSURANCE COMPANY**
- 2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE AGREEMENT FOR USE OF 334 WILSON AVE FOR EVERSOURCE MAINTENANCE PROJECT AND USE OF 319 WILSON AVENUE FOR ALTERNATE SPACE FOR BUSES.**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH JOHN BYSIEWICZ FOR THE USE OF CALF PASTURE BEACH FOR PROJECT PURPLE TO BE HELD SATURDAY, MAY 11, 2019 FROM 8:30 AM – 10:30 AM WITH SET-UP TO BEGIN AT 6:30 AM AND TEAR DOWN NO LATER THAN 10:30 AM. ESTIMATED ATTENDANCE 250.**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH ACHILLIES INTERNATIONAL FOR THE USE OF SHADY BEACH AND TAYLOR FARM FOR THEIR LIGHTHOUSE TO LIGHTHOUSE RACE TO BE HELD SATURDAY, SEPTEMBER 14, 2019 AND SUNDAY, SEPTEMBER 15, 2019 FROM 9:30 -4:00 PM. SET UP TO TAKE PLACE STARTING ON FRIDAY, SEPTEMBER 13, 2019 AT TAYLOR FARM FOR RIG SET UP TO BEGIN AT 12:00 NOON – 8:00 PM. SET UP FOR RACE TO BEGIN 6:00 PM ON SUNDAY, SEPTEMBER 15, 2019 WITH TEAR DOWN NO LATER THAN 8:00 PM ON SUNDAY, SEPTEMBER 15, 2019. ESTIMATED ATTENDANCE FRIDAY, SEPTEMBER 13, 2019 – 50, SATURDAY, SEPTEMBER 14, 2019 – 225, SUNDAY, SEPTEMBER 15, 2019 – 150.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE MARITIME AQUARIUM/KEEP AMERICA BEAUTIFUL FOR THE USE OF OYSTER SHELL PARK FOR THE MARITIME AQUARIUM/KEEP AMERICA BEAUTIFUL PLOGGING 5K EVENT TO BE HELD SUNDAY, JUNE 9, 2019 FROM 8:30 AM -12:00 NOON. SET UP TO BEGIN AT 7:30 AM WITH TEAR DOWN NO LATER THAN 1:00 PM ON SUNDAY JUNE 9, 2019. ESTIMATED ATTENDANCE 300.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH ROWAYTON SCHOOL PTA FOR THEIR USE OF ROWAYTON ELEMENTARY SCHOOL FIELD FOR THE ROWAYTON CARNIVAL TO BE HELD FRIDAY, MAY, 10, 2019 FROM 4:00 PM – 10:00 PM AND SATURDAY, MAY 11, 2019 FROM 10:00 – 5:00 PM. SET UP TO BEGIN AT 7:00 AM ON WEDNESDAY, MAY 8, 2019 WITH TEAR DOWN NO LATER THAN 9:00 AM ON SUNDAY, MAY 12, 2019.

**** THE MOTION PASSED UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL

No items were brought forward.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

No items were brought forward.

X. SUSPENSION OF RULES

No items were brought forward.

XI. ADJOURNMENT

**** MR.IGNERI MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:53 PM.

Respectfully submitted,

Tom Blaney
Telesco Secretarial Services

City of Norwalk
Common Council
November 27, 2018
Page 4 of 4

R

LORI TORRANO

104 DRY HILL ROAD NORWALK 06851. 203-984-4177

FINANCIAL ADVISOR

EDWARD JONES INVESTMENTS – 1997-PRESENT

Provide financial advice and planning for individual investors, businesses and non-profit organizations. Develop saving and protection solutions to help clients plan for all of life's circumstances—expected and unexpected. Retirement income planning and estate planning are areas of special focus. Client assets managed currently exceed \$100 million. I hold the following licenses: Series 7, 66, 65, General Securities Principal Series 24 and am also Life and Health licensed. Additionally I have an Accredited Asset Management Specialist (AAMS) designation from the College for Financial Planning in Boston, MA.

EMERGENCY TRAUMA CHAPLAIN

NORWALK HOSPITAL – 2007- PRESENT

As an on-call Emergency Trauma Chaplain, provide direct spiritual and emotional support including end of life counsel to patients, families and staff members in crisis situations. I complete spiritual assessments and care plans for patients. Coordinate patient support with the interdisciplinary medical team. Conduct bereavement services and viewings as requested. Work with staff, community clergy and caregiver groups to enhance sensitivity to the spiritual concerns and needs of patients and families experiencing trauma or loss.

ASSET MARKETING SPECIALIST, OMBUDSMAN

FEDERAL DEPOSIT INSURANCE CORPORATION – 1990-1996

Assessed recovery value and documentation quality of multi-million dollar residential and commercial loan pools from failed financial institutions. Supervised the marketing and sale of hundreds of millions of dollars of loan sales. Prepared Requests For Proposals to select and retain outside vendors. Participated on pre-closing audits of insolvent banks to ascertain collection value of non-performing loans. As Ombudsman, I investigated and responded to Freedom of Information Requests (FOIA) and Congressional Inquires received from members of Congress and the public. Elected union president (NTEU) for 1100 FDIC employees in the Northeast.

ASSISTANT VICE PRESIDENT, RETAIL LENDING DIVISION

HOWARD SAVINGS BANK – 1988-1990

Managed sales for the Retail Lending Division of one of the largest banks in the state of New Jersey. Areas of responsibility included: Residential Mortgage Lending, Consumer Lending (HELOCs, Auto Loans, Dealer Floor Planning,) Student Loan Lending, and two insurance subsidiary companies owned by the bank. Responsible for business planning and goal setting for all business units in the division.

COMMUNITY INVOLVEMENT

Norwalk Redevelopment Agency-Past Member and Vice Chair

Norwalk Library Board of Directors- Past Member

Norwalk Fair Housing Advisory Commission-Past Member

Norwalk Human Relations Commission-Past Member and Chair

Visiting Nurse and Hospice-Past Volunteer

Open Door Shelter-Past Volunteer

REFERENCES AVAILABLE UPON REQUEST

NORWALK RECREATION AND PARKS DEPARTMENT

FACILITY USAGE AND PARK FEES 2019-2020

	2018 Department Fees	2019-20 Department Recommendation	2019-20 Committee Recommendation
VETERANS PARK LAUNCHING RAMPS			
Resident Boat Stickers(Unlimited Launches)	\$20.00 / \$15.00 Seniors 66 & Over	\$20.00 / \$15.00 Seniors 66 & Over	\$20.00 / \$15.00 Seniors 66 & Over
Non Resident Launches(Weekdays)	\$25.00	\$30.00	\$30.00
Non Resident Launches(Weekends & Holidays)	\$30.00	\$35.00	\$35.00
Non Resident Launch Stickers	\$160.00	\$175.00	\$175.00
	(Unlimited Launches)		
VETERAN'S PARK MARINA			
Residents under age 66	\$42.00 P/F	\$42.00 P/F	\$42.00 P/F
Residents/Non Residents age 66 and over	\$35.00 P/F	\$35.00 P/F	\$35.00 P/F
Non Residents	\$42.00 P/F	\$42.00 P/F	\$42.00 P/F
Dinghies (Senior Residents & Non-Residents)	\$29.00 P/F	\$29.00 P/F	\$29.00 P/F
Dinghies (All Others)	\$35.00 P/F	\$35.00 P/F	\$35.00 P/F
VETERAN'S PARK VISITOR'S DOCKS AND MOORINGS			
Day Block 8:00 AM - 4:00 PM	\$ 1.00 P/F \$ 3.00(Elec)	\$1.50 P/F \$3.00 (Elec)	\$1.50 P/F \$3.00 (Elec)
Night Block 4:00 PM - 12:00 AM	\$ 1.00 P/F \$ 3.00(Elec)	\$1.50 P/F \$3.00 (Elec)	\$1.50 P/F \$3.00 (Elec)
Overnight Block 12:00 AM - 8:00 AM	\$ 1.00 P/F \$ 6.00(Elec)	\$1.50 P/F \$3.00 (Elec)	\$1.50 P/F \$3.00 (Elec)
Commercial Cruise Operators	\$3.00 P/F anytime	\$4.00 P/F any time block	\$4.00 P/F any time block
Parking for Cruise's/Busses	\$10.00 per vehicle	\$10.00 per vehicle	\$10.00 per vehicle
Residents			
Landlock Town Stickers	\$225.00	\$225.00	\$225.00
Non Resident Off Peak Stickers (ballplayers)	\$50.00	\$50.00	\$50.00
Non Resident Parking (Weekdays)	\$30.00	\$35.00	\$35.00
Non Resident Parking (Weekends)	\$35.00	\$40.00	\$40.00
Non Resident Off Peak Parking	\$10.00	\$15.00	\$15.00
Non Resident Fireworks Parking	\$35.00	\$40.00	\$40.00
Beach Concession Parties	\$10.00	\$10.00	\$10.00
Veterans Park Non Resident (Daily Parking)	\$5.00	\$5.00	\$5.00
Cranbury Park Daily	\$5.00	\$10.00	\$10.00
Cranbury Park Seasonal (Non-Resident)	\$125.00	\$150.00	\$150.00
CORPORATE LUNCH PARKING STICKERS			
Company Purchasing Less Than 30	\$50.00 Each	\$50.00 Each	\$50.00 Each
Company Purchasing More Than 30	\$40.00 Each	\$40.00 Each	\$40.00 Each
GRASS/RAM/SHEA ISLAND			
Non Resident Registration Fee	\$25.00 per night per campsite	\$25.00 per night per campsite	\$25.00 per night per campsite
Resident/Non Resident Camping Fee	\$10.00 per night per campsite	\$15.00 per night per campsite	\$15.00 per night per campsite

VII. A

NORWALK RECREATION AND PARKS DEPARTMENT

FACILITY USAGE AND PARK FEES 2019-2020

	2018 Department Fees	2019-20 Department Recommendation	2019-20 Committee Recommendation
CRANBURY PARK PICNIC PAVILION #1			
Groups of less than 50	\$300 Including Custodial Fee	\$350.00	\$350.00
Groups of 50-99	\$350 Including Custodial Fee	\$400.00	\$400.00
Groups of 100-149	\$450 Including Custodial Fee	\$450.00	\$450.00
Groups of 150 - 200	\$500 Including Custodial Fee	\$550.00	\$550.00
10% Discount for Non Norwalk Non Profit Groups	10% Discount for Norwalk Non Profit Groups		
Over 200 falls under "Park Usage"			
CRANBURY PARK BUNK HOUSE/PAVILION #2			
Bunk House	\$225.00 ph/\$50.00 additional hours	\$250.00 ph/\$50.00 additional hours	\$250.00 ph/\$50.00 additional hours
Bunk House & Pavilion #2	\$225.00 ph/\$50.00 additional hours	\$250.00 ph/\$50.00 additional hours	\$250.00 ph/\$50.00 additional hours
Cranbury Pavilion #2	\$350.00	\$400.00	\$400.00
Refundable Security Deposit (Bunkhouse)	\$1,000.00	1,000.00	1,000.00
CRANBURY PARK MANSION			
Mild Week Business Special(**) (***)	\$500.00 for 3 hours + \$100 Additional P/H	\$600.00 for 3 hours/\$100 P/H over 3 hours	\$600.00 for 3 hours/\$100 P/H over 3 hours
3 Hour Rental	N/A	N/A	N/A
5 Hour Rental-	\$1,900.00		
9 Hour Rental (**) (***)	\$3,500.00	\$3,750.00	\$3,750.00
5 Hour Rental (**) (***)	\$2,500.00	\$2,750.00	\$2,750.00
Additional Hours	\$400.00 P/H	\$500.00 P/H	\$500.00 P/H
Tea House & Garden	\$150.00-P/H		
Refundable Security Deposit	\$1,000.00	\$1,500.00	\$1,500.00
(**) 25 % Non Refundable deposit due 15 days after approval.			
(***) Inclusive of Custodian, Mansion, Tables, Chairs and Terrace			
(***) Inclusive of Custodian, Tables, Chairs, Terrace and Tea Garden			
10% Discount for Non Norwalk Non Profit Groups	10% Norwalk Residents		
FACILITY USAGE FEES			
Non Dept. Program Participant Fee	\$5.00	\$5.00	\$5.00
Picnic Table Rental Shady Beach	\$5.00 Resident/\$25.00 Non Resident	\$5.00 Resident/\$25.00 Non Resident	\$5.00 Resident/\$25.00 Non Resident
PARK USAGE FEES			
Groups of less than 250**	\$500 + \$50 P/H Custodian Min 3 Hrs.	\$650.00 + \$50 P/H Custodian Min 3 Hrs.	\$650.00 + \$50 P/H Custodian Min 3 Hrs.
Groups of less than 500**	\$750 + \$50 P/H Custodian Min 3 Hrs.	\$900.00 + \$50 P/H Custodian Min 3 Hrs.	\$900.00 + \$50 P/H Custodian Min 3 Hrs.
Groups of 500 - 1500**	\$1,500 + \$50 P/H Custodian Min 3 Hrs.	\$1,800.00 + \$50 P/H Custodian Min 3 Hrs.	\$1,800.00 + \$50 P/H Custodian Min 3 Hrs.
Groups of 1501 or more**	\$1,700 + \$50 P/H Custodian Min 3 Hrs.	\$2,000.00 + \$50 P/H Custodian Min 3 Hrs.	\$2,000.00 + \$50 P/H Custodian Min 3 Hrs.
10% Discount for Non Norwalk Non Profit Groups	20% Discount for Norwalk Non Profit Groups		
Refundable Security Deposit		\$1,000.00	\$1,000.00
**25% Non Refundable deposit due 15 days after approval			

NORWALK RECREATION AND PARKS DEPARTMENT

FACILITY USAGE AND PARK FEES 2019-20

	2018 Department Fees	2019-20 Department Recommendation	2019-20 Committee Recommendation
Fodor Farm			
Pavilion	\$150.00 + 50 P/H Custodian Min 3 Hrs.	\$100.00 + 50 P/H Custodian Min 3 Hrs.	\$100.00 + 50 P/H Custodian Min 3 Hrs.
Barn with Kitchen	\$225.00 ph/\$50.00 additional hours	\$250.00 ph/\$50.00 additional hours	\$250.00 ph/\$50.00 additional hours
Refundable Security Deposit	\$1,000.00	\$1,500.00	\$1,500.00
CALF PASTURE BEACH PAVILION			
Time Block 11:30 AM - 3:30 PM	\$450.00	\$450.00	\$450.00
Time Block 5:00 PM - 9:00 PM	\$450.00	\$450.00	\$450.00
Both Time Blocks 11:30 - 9:00 PM	\$675.00	\$675.00	\$675.00
SHOWMOBILE FEES			
Rental Fee	\$400.00 + \$200.00 set-up/take down	\$450.00 + \$250.00 set-up/take down	\$450.00 + \$250.00 set-up/take down
Norwalk Based Non Profit Organization	\$200.00 + \$200.00 set-up/take down	\$250.00 + \$250.00 set-up/take down	\$250.00 + \$250.00 set-up/take down
BALLFIELD LIGHTING FEE	\$250.00 per evening (Non Norwalk Leagues) includes supervisor to turn on/off	\$250.00 per evening (Non Norwalk Leagues) includes supervisor to turn on/off	\$250.00 per evening (Non Norwalk Leagues) includes supervisor to turn on/off
Norwalk League	\$25.00 per hour	\$25.00 per hour	\$25.00 per hour
FIELD RENTAL	\$350 Per Field Per Day (Baseball) 1 Field Maint \$300 2 Field Maint \$600	\$350 Per Field Per Day (Baseball) 1 Field Maint \$300 2 Field Maint \$600	\$350 Per Field Per Day (Baseball) 1 Field Maint \$300 2 Field Maint \$600

VI. B



CITY OF NORWALK
Norwalk Health Department

To: Common Council
From: Deanna D'Amore, Director of Health
Re: Fees
Date: December 5, 2018

1) Health Department Fees

Section 57-5 of the Norwalk Code of Ordinances defines the process for setting fees for the Health Department.

"The Director of Health shall, with the concurrence of the Board of Health and after a public hearing held jointly with the Board of Health, set fees as may be appropriate for services which are rendered by the Department of Health in accordance with the statutes, rules and regulations of the State of Connecticut and the ordinances of the City of Norwalk. Said public hearing shall be held upon no less than five nor more than 15 days' notice of the time and place of such hearing, and said notice shall be published in the form of a legal advertisement appearing in a newspaper having a substantial circulation in the City of Norwalk. Within 30 days of receipt by the City Clerk of notice of the establishment of such fees, the Council may approve or disapprove them. If the Council takes no action within such 30 days, the fees shall be effective as set by the Director and agreed to by the Board. If the Council votes to disapprove, it may itself establish such fees or the Director and Board may submit additional proposals to the Council. All fees shall be deposited with the general fund of the City of Norwalk."

Board of Health Fee Policy:

The fee charged for a license or permit must be equal to the cost of providing the service. Fees are reviewed and adjusted annually.

Common Council Action:

The specific action that is requested is:

1. Approve the Health Department fee schedule as set by the Director of Health with the concurrence of the Board of Health at their November 28, 2018 meeting.

Background Information: A public hearing was conducted on November 28, 2018. The Board of Health voted to adopt the proposed fee schedule at their meeting that followed the public hearing. Fees are listed on the next two pages. You will notice a proposed increase in food establishment license fees, and this is because all local health departments in the state are transitioning to a new federal food code, and the classification of establishments has changed. Many establishments are moving down a class and will pay less than what they are paying now. Some will have to pay more. Our approach is similar to other municipalities and health districts.

Legal Notice

In accordance with the Norwalk City Code Section 57-5 B, a Public Hearing will be held by the City of Norwalk Board of Health to elicit comment on proposed fees for licenses, permits and services provided by the Norwalk Department of Health. This hearing will take place at the Norwalk Department of Health, 137 East Avenue, Norwalk, Connecticut on Wednesday, November 28, 2018 at 6:00 PM in the Library/Conference Room located on the 2nd floor. All persons interested in commenting on this matter are invited to attend.

The proposed fee schedule appears below and is available on the Health Department web site at www.norwalkct.org/health.

Immediately following the public hearing the Board of Health will conduct the November 2018 Meeting to consider the proposed fee schedule.

Type	Current Fee	Proposed Fee
<u>Food Establishments</u>		
<u>License</u>		
Class IV	540	570
Class III	380	485
Class II	230	350
Class I	100	175
Itinerant Vendor	250	250
Temp. Event	95	95
Seasonal	175	175
Re-inspection	100	105
<u>Plan Review</u>		
Class IV	130	135
Class III	85	115
Class II	65	70
Class I	45	45
<u>Lot Testing</u>	235	245
<u>Septic System</u>		
New/Repair	335	350
<u>Construction</u>	110	115
<u>Well</u>	85	90
<u>Public Pools</u>		
Seasonal	245	245
Full year	495	495
<u>File Search</u>	40	40

<u>Type</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
<u>Rooming House</u>		
1-10 Rooms	95	100
11-20 Rooms	145	150
20+ Rooms	190	200
<u>CAO</u>	95	100
<u>Tenement Reg.</u>	50	50
<u>Body Care</u>		
<u>License & Insp.</u>	220	230
<u>Plan Review</u>	45	45
<u>Massage</u>		
<u>Establishment</u>	110	115
<u>Therapist</u>	70	75
<u>Plan Review</u>	45	45
<u>Tanning</u>		
<u>License</u>	100	100
<u>Plan Review</u>	45	45
<u>Code Enforcement Hearing</u>	100	100
<u>Weights and Measures</u>		
Gas Meter	50	50
Scale	35	35
Oil Truck	75	75
Taxi	35	35



CITY OF NORWALK
Norwalk Health Department

To: Common Council
From: Deanna D'Amore, Director of Health
Re: Grant Authorization
Date: December 5, 2018

2) Lead Poisoning Prevention Program

The Norwalk Health Department received a twelve month grant contract from the State of Connecticut Department of Public Health in the amount of \$20,500 for the Lead Poisoning Prevention Program for the period beginning November 5, 2018 through September 29, 2019.

The specific action that is requested is:

- 2a. Authorize the Mayor, Harry A. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the State of Connecticut for the Lead Poisoning Prevention Program for the period November 5, 2018 through September 29, 2019.
- 2b. Authorize the Mayor, Harry A. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Lead Poisoning Prevention Program for the period November 5, 2018 through September 29, 2019.

Program Description: The Lead Poisoning Prevention Program provides case management services, health education and environmental health services to families of children with blood lead levels above the CDC recommended levels. Lead poisoning prevention education and outreach is also provided to raise awareness about the sources of lead poisoning and ways to prevent exposure. The funds will be used to conduct services and/or activities concerning blood lead elevations in children residing in Housing Choice Voucher program dwellings, which may include epidemiological investigations, home visits and inspections, and education.



STATE OF CONNECTICUT
Office of Policy and Management

Memo

To: Connecticut Police Chiefs Association
From: OPM Criminal Justice Policy & Planning Division
Date: 10/29/2018
Re: JAG Violent Crime Prevention (VCP) Grant Program Announcement

Police Chiefs Association,

It was a pleasure meeting with you to discuss the *JAG Violent Crime Prevention (VCP) Grant* program. The primary purpose of the grant is to assist local police departments with preventing violent crime and improving public safety.

The Office of Policy Management is requesting assistance from the Connecticut Police Chiefs Association in distributing grant program documents and instructions.

Please distribute to local Police Chiefs the attached PDF document, which includes the following guidance and instructions:

- **JAG VCP Announcement:** Summary of purpose areas and eligible use of funds.
- **Grant Instructions:** How to submit a proposal to OPM.
- **Grant Timeline:** Deadlines and key action steps.
- **Eligible Expenses**

In addition, please distribute the **JAG VCP Allocation Chart** which identifies the grant award available to each municipality, as discussed with and approved by the CPCA:

- **JAG VCP Allocation Chart:** List of allocation for each municipality.

Please note: Going forward, all grant documents, forms and instructions will be posted to the CJPPD web site at this address:

<https://www.ct.gov/opm/cwp/view.asp?a=4722&Q=606002&PM=1>

Thank you.

Attachments



STATE OF CONNECTICUT
Office of Policy and Management

2019 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)
(Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)

Timeline

Milestone	Date
STEP 1: OPM e-mails an Announcement of the 2019 JAG Local VCP Grant Program to 91 Municipalities and the CPCA Downloadable Application materials available on the CJPPD website	October 29, 2018
STEP 2: Local PD's will notify OPM of their Intent to participate in the 2019 JAG Local VCP Grant Program and provide primary contacts to Nichole Howe via e-mail	November 9, 2018
STEP 3: Grant Applications due to OPM	November 26, 2018
STEP 4: Application Package Review/Approved by OPM	November 27, 2018 Thru December 21, 2018
STEP 5: Signed Notice of Grant Awards Mailed/Returned To OPM	December 3, 2018 Thru December 28, 2018
STEP 6: <u>START DATE</u> of 2019 JAG Local VCP Grant Program Municipalities CANNOT COMMIT/EXPEND FUNDS <u>before</u> this date (No invoices before this date)	January 1, 2019
STEP 7: First payment to Municipalities/Local PD's	January 10-17, 2019
STEP 8: 3 Quarters of Progress/Expenditure Reporting	1. March 31, 2019 2. June 30, 2019 3. September 30, 2019
STEP 9: <u>END DATE</u> of 2019 JAG Local VCP Grant Program Municipalities CANNOT COMMIT/EXPEND FUNDS <u>after</u> this date (No invoices after this date)	September 30, 2019



STATE OF CONNECTICUT
Office of Policy and Management

2019 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)
(Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)

Eligible Expenses

Personnel: JAG funds may support the following police personnel costs:

- Police Over-time (OT) to conduct a specialized initiative, operation or investigation.
- Police Over-time (OT) to develop, implement or expand community policing strategies.
- Police Over-time (OT) to attend in-state training events or develop community engagement or community policing strategies.

Note: JAG funds may support OT for "back-fill" officer(s) or OT for officer(s) to implement grant funded activities but **not both**.

Note: JAG funds may not be used for personnel to administer the grant.

Contractor or Consultant Services: JAG funds may support the following types of contractor or consultant services:

- Police Officer In-State Training
- Technical assistance or consultant services to develop or revise police policies, procedures and protocol.
- Technical assistance or consultant services to develop, implement or expand community policing strategies.
- Information technology consultant services to develop or revise police department records systems, information management systems or communication systems.

Note: JAG funds shall not be used for contracts or consultant services which extend beyond the grant period.

Equipment: JAG funds may be used to purchase equipment within the following program categories.

Camera/Surveillance Equipment
A. In-car cameras
B. On-person/body-worn cameras
C. Surveillance equipment
D. Undercover surveillance equipment
Computer Equipment
A. Mobile data terminal
B. Other computers (desktop, laptop, server, etc.)
C. Tablet/portable device/smart phone
D. Wireless access equipment (air cards)
E. Records management/database software
Vehicles and Accessories
A. Patrol cars
D. License-plate readers
E. Automatic vehicle locator
F. Bicycles and related equipment
G. Patrol Boat
Duty Equipment (not including weapons)
A. Bullet Proof Vests
D. Portable radio equipment and accessories
Technology
A. Breath-testing equipment
B. Dispatch equipment (consoles, 911 phone systems)
C. Electronic ticketing equipment
D. Offender tracking systems (GPS, electronic monitoring)
H. Acoustic gunshot detection system (ShotSpotter®)
Forensics/Evidence
A. Forensic lab equipment (cyanoacrylate fuming chamber, mass spectrometer, etc.): DOES NOT INCLUDE FORENSIC SUPPLIES
B. Forensic supplies (includes all consumable forensic supplies such as bags, brushes, powders, etc.)
C. Sexual assault kits/physical evidence recovery kits
D. Digital recreation and measurement systems (3D-modeling software, point cloud mapping systems, etc.)

Canines and Equipment
A. Canines
B. Canine equipment and supplies
Medical/Overdose Response
A. Emergency medical services supplies
B. Pharmaceuticals for treating overdose or addiction (naloxone, Narcan®, naltrexone, buprenorphine, methadone, etc.)
C. Medical (first-aid kits, defibrillators)

IMPORTANT:

- JAG funds can't pay for service, support or maintenance contracts that run beyond grant period.
- Vendor's invoice to town must have a separate "line item" for each piece of equipment.
- Installation service may be invoiced as a separate line item or the installation costs may be integrated into the equipment purchase price.

NON-ALLOWABLE USE:

JAG Local VCP Funds may **NOT** be used for:

- Renovation
- Remodeling
- Construction
- Furniture, tables, chairs
- Office supplies
- Uniforms
- All-terrain vehicles
- Helicopters
- Boats
- Segways
- Confidential "buy money"
- Out-of-state travel and training
- Food and beverage



STATE OF CONNECTICUT
Office of Policy and Management

2019 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)
(Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)

ANNOUNCEMENT

The *State of Connecticut Office of Policy and Management (OPM)* is providing grants to assist local police departments with violent crime prevention and public safety improvements. The grant is funded by the federal Justice Assistance Formula Grant (JAG) program. All information regarding this grant program, including the application package, can be found here:
<https://www.ct.gov/opm/cwp/view.asp?a=4722&Q=606002&PM=1>

- ❖ This is a "one-time" grant.
- ❖ No future "continuation" or "supplemental" funds are available.
- ❖ Primary purpose of this grant is to assist local governments with preventing violent crime and improving public safety.

Purpose Areas:

- ❖ Reduce and prevent violent crime and gun violence
- ❖ Reduce and prevent gang/group(s) violence
- ❖ Support and expand community policing strategies
- ❖ Improve police response to domestic violence and sexual assault crime
- ❖ Improve police response to mentally ill offenders

Eligibility: Grant is available to ninety-one local governments with "organized police departments".

Grant Allocation: Funds are allocated to municipalities based on violent crime rate (VCR). The selected option, "OPTION C", was done in collaboration with the Connecticut Police Chiefs Association (CPCA). (Please refer to attached 2019 JAG Local VCP ALLOCATION Chart.)

Use of Funds:

- ❖ Police training curriculum and officer training time
- ❖ Community policing events, training and technical assistance
- ❖ Body-worn cameras and cruiser camera systems
- ❖ Cruiser equipment, mobile data terminal, license plate reader and other cruiser equipment
- ❖ Communication and dispatch technology
- ❖ Information technology, computers and peripheral equipment
- ❖ Police over-time for "special" operation, task force or multi-jurisdictional investigation
- ❖ Police protective gear and officer equipment



STATE OF CONNECTICUT
Office of Policy and Management

- ❖ Technology and equipment for tactical response, surveillance and investigation

Requirements: The USDOJ requires all JAG grant recipients to adhere to a substantial number of regulations and procedures which are fully described in the grant administrative documents. All police departments should assume full responsibility for these administrative requirements including: timely data collection, documentation of expenditures, fiscal reporting and records management.

- ❖ Municipalities must have a DUNS number and current federal SAM registration.

Grant Application Process: OPM will email grant application instructions to town/city Chief Elected Officials and Finance Directors. The CPCA will distribute the grant announcement to Chiefs of Police statewide. OPM will release a grant award once all required documents have been submitted and reviewed. Towns must not execute purchase orders or contracts or incur over-time expenditures until receiving a signed grant award, by both parties, from OPM. The grant shall be awarded to the town or city; and must be signed by the "official representative" whom is authorized to sign contracts on behalf of the town/city. (In most cases, the Chief Elected Official or Town Manager signs grant contracts.)

Grant Payment: Towns will be given 50% of their funds at the beginning of the grant period and will be reimbursed the remainder owed once the grant is reconciled during closeout.

VERY IMPORTANT: Purchases, contracts and over-time expenditures incurred *PRIOR* to the grant period "start" date are ineligible for grant reimbursement. The "start" date shall be clearly stated on the grant award documents. The effective date of the Notice of Grant Award is January 1, 2019 OR the date on which the Notice of Grant Award is signed by both parties - whichever is later.

FUTURE COSTS: Local governments are responsible for any future costs associated with operating and maintaining equipment and technology purchased with the JAG grant funds including upgrades, licensing and services contracts. JAG funds can't be used for "pre-paid" service contracts such as software maintenance and support contracts.

Source of Funds: Grants are funded by the State's federal Justice Assistance Formula (JAG) grant (FFY 2015, 2016) CFDA#16.738.

For additional information, please contact:

Eleanor Michael, Eleanor.Michael@ct.gov phone 860-418-6298

Stephen Moniz, Stephen.Moniz@ct.gov phone 860-418-6341



STATE OF CONNECTICUT
Office of Policy and Management

2019 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)
(Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)

Instructions

Administration

This program will use the following on-line resources to help administer this program:

- Dedicated Web Page to post allocation table, instructions, and the application package:
<https://www.ct.gov/opm/cwp/view.asp?a=4722&Q=606002&PM=1>
- Dedicated Email Address to collect contact information and other required information:
Nichole.Howe@ct.gov
- All application will be processed through the On-line Grants Management System known as GRANTIUM; logins and passwords will provided when applications are approved

Next Steps

STEP #1: Provide a Notice of Intent to Apply and Contact Information: OPM will be e-mailing the Chief Elected Official, Chief Financial Official of your municipality with the announcement of the availability of this grant on October 29, 2018. The Connecticut Police Chiefs Association (CPCA) will be distributing the announcement to the Chiefs of Police statewide. Please respond with the following information no later than **November 9, 2018:**

1. The name and email address of (1) the Project Officer AND (2) the Financial Officer assigned to the this grant by the municipality or police department
2. Affirm your Notice of Intent to Apply with a basic 1 sentence response: "The town/city of [] intends to apply for the 2019 JAG Local VCP Grant Program."
3. Please send the information via email to: Nichole.Howe@ct.gov (860-418-6443)

STEP #2: Complete Application Package. Once the contact information has been returned to OPM, the grant Project Officer will be e-mailed the Application Package and Instructions. The Application package will include a Project Narrative and a Detailed Budget spreadsheet template:

1. Complete the Project Narrative and Detailed Budget spreadsheet template
2. Return the completed Application Package to : Nichole.Howe@ct.gov

STEP #3: Application Package Review/Approved. OPM/CJPPD staff will review the Application Package

1. If the application package is approved – move to Step #4
2. If the application package requires changes, it will be returned to the Project Officer for modification.

STEP #4: Notice of Grant Award Mailed/Returned. Once the application package is approved, OPM/CJPPD will mail (via U.S. Mail) the Notice of Grant Award package to the Chief Elected Officials/Town Manager for their signature.

1. Return the signed Notice of Grant Award package to OPM/CJPPD via U.S. Mail
2. The **START DATE** for this grant award is **January 1, 2019**

STEP #5: GRANTIUM Registration. Once OPM/CJPPD has received the signed grant award, the process will shift to the **NEW** On-line Grants Management System known as GRANTIUM:

1. Each Municipality will have its own proprietary workspace
2. Logins and passwords and additional instruction will be provided to each Project Officers
3. Project Officers must login and "certify" their applications in GRANTIUM
4. The first payment will be provided to municipalities at this point.

OPTION C - Allocations to All Local Police Departments with an Offset Calculation for Direct JAG Recipients
and Flat Grants to Underfunded Direct JAG Cities and Towns Because of This Calculation

2019 JAG Local VCP Grant Program Violent Crime Prevention (VCP) (Distribution of JAG Local FY 2016 and FY 2016 Federal Grant Funds)									
Option C. Allocations to All Local Police Departments with an Offset Calculation for Direct JAG recipients and flat grants to underfunded Direct JAG cities and towns because of this calculation.									
Distribution to 91 Cities and Towns (Excluding Hartford, New Haven and Bridgeport)									
DIRECT JAG recipients are identified by an asterisk (*)									
CITY	2014 Population	2014 # Violent crime	2015 Population	2015 # Violent crime	Two Year VCR Per 1,000 Pop.	Direct JAG (Average FY14-16) USDOJ awards funds directly to high crime jurisdictions	Initial Allocation	Final Adjusted Allocation	Source of Funds
Hartford*	124,943	1,380	124,553	1,421	22.49	\$199,559	\$0	\$0	FY15 LPT
Bridgeport*	147,822	1,338	148,313	996	15.74	\$192,873	\$0	\$0	
New London*	27,526	169	27,312	154	11.61	\$39,142	\$58,000	\$20,858	
New Haven*	130,882	1,380			10.54	\$224,528	\$0	\$0	
New Britain*	72,864	821	72,788	275	8.19	\$38,889	\$58,000	\$21,111	
Waterbury*	109,495	408	109,044	467	8.02	\$46,352	\$58,000	\$13,648	
Norwich*	40,296	153	40,085	127	6.99	\$15,767	\$48,000	\$34,233	
Hamden*	61,599	231	61,372	189	6.84	\$36,573	\$48,000	\$13,427	
Meriden*	60,352	181	60,149	197	6.28	\$22,910	\$48,000	\$27,090	
Waterford	19,504	65	19,407	56	6.23		\$48,000	\$50,000	
East Hartford*	51,185	131	50,977	168	5.87	\$22,641	\$48,000	\$26,359	
Putham	9,436	29	9,375	25	5.76		\$48,000	\$49,000	
Norwalk*	88,232	258	88,692	239	5.60	\$35,982	\$48,000	\$13,018	
Bloomfield	20,718	39	20,901	57	4.59		\$37,000	\$38,000	
Stamford*	127,385	308	129,682	285	4.56	\$44,466	\$37,000	\$16,000	
Derby	12,776	24	12,735	31	4.32		\$37,000	\$38,000	
Groton City	9,338	15	9,278	24	4.20		\$37,000	\$38,000	
Plainville	17,844	99	17,820	33	4.04		\$37,000	\$38,000	
West Haven*	54,917	145	54,741	68	3.89	\$36,587	\$37,000	\$8,500	
Manchester*	58,204	111	58,070	104	3.70	\$14,534	\$37,000	\$23,466	
Danbury*	84,281	150	84,404	157	3.64	\$15,987	\$37,000	\$22,013	
Willimantic	17,826	38	17,807	25	3.54		\$37,000	\$38,000	
East Windsor	11,462	23	11,483	16	3.40		\$37,000	\$38,000	
Ansonia	18,964	36	18,887	25	3.23		\$37,000	\$38,000	
Middletown	47,256	78	46,894	64	3.03		\$37,000	\$38,000	
GROTON TOWN	30,339	42	30,387	46	2.90		\$14,000	\$15,000	
Clinton	13,164	18	13,100	18	2.75		\$14,000	\$15,000	
Torrington	35,432	44	34,910	47	2.61		\$14,000	\$15,000	
Watertown	22,161	31	21,931	24	2.51		\$14,000	\$15,000	
Stratford*	52,279	64	53,058	69	2.51	\$13,725	\$14,000	\$8,500	
Bristol*	60,590	72	60,593	78	2.48	\$13,524	\$14,000	\$8,500	
Enfield	44,769	53	44,617	52	2.35		\$14,000	\$15,000	
Old Saybrook	10,249	12	10,213	12	2.35		\$14,000	\$15,000	
Vernon	29,158	33	29,079	29	2.13		\$14,000	\$15,000	
Plainfield	15,186	13	15,071	18	2.06		\$14,000	\$15,000	
East Haven	29,093	33	29,001	25	2.00		\$14,000	\$15,000	
Newington	30,803	23	30,714	37	1.95		\$9,000	\$10,000	

OPTION C - Allocations to All Local Police Departments with an Offset Calculation for Direct JAG Recipients
and Flat Grants to Underfunded Direct JAG Cities and Towns Because of This Calculation

Naugatuck	31,668	27	31,603	34	1.93		\$9,000	\$10,000	FY16 LPT
Stonington	18,541	16	18,505	19	1.89		\$9,000	\$10,000	
Wethersfield	26,470	17	26,390	32	1.86		\$9,000	\$10,000	
Windsor Locks	12,590	15	12,580	6	1.57		\$9,000	\$10,000	
Trumbull	36,701	29	36,708	32	1.66		\$9,000	\$10,000	
West Hartford	63,360	49	63,301	55	1.64		\$9,000	\$10,000	
Seymour	16,579	13	16,537	12	1.51		\$9,000	\$10,000	
Branford	27,977	25	28,274	17	1.49		\$9,000	\$10,000	
Windsor	29,154	22	29,063	19	1.41		\$9,000	\$10,000	
Wallingford	45,137	23	45,054	40	1.40		\$9,000	\$10,000	
East Lyme	19,111	14	19,090	12	1.36		\$9,000	\$10,000	FY16 LPT
New Milford	27,681	17	27,317	20	1.35		\$9,000	\$10,000	
Millford	53,222	35	53,499	37	1.35		\$9,000	\$10,000	
Guilford	22,425	17	22,421	13	1.34		\$9,000	\$10,000	
Shelton	41,353	23	41,724	31	1.29		\$9,000	\$10,000	
Winchester	10,960	8	10,855	6	1.29		\$9,000	\$10,000	
Southington	43,786	33	43,979	22	1.25		\$9,000	\$10,000	
Berlin	20,767	11	20,793	15	1.25		\$9,000	\$10,000	
Cromwell	14,223	8	14,141	9	1.20		\$9,000	\$10,000	
Plymouth	12,002	5	11,837	9	1.18		\$9,000	\$10,000	
North Haven	23,901	20	23,865	8	1.17		\$9,000	\$10,000	FY15 <10K
Orange	13,951	9	13,954	7	1.15		\$9,000	\$10,000	
Ledyard	15,492	11	15,475	6	1.10		\$9,000	\$10,000	
Farmington	25,678	20	25,696	7	1.05		\$9,000	\$10,000	
South Windsor	25,877	9	25,850	17	1.01		\$9,000	\$10,000	
Thomaston	7,732	3	7,635	4	0.92		\$5,000	\$6,000	
Woodbridge	8,945	6	8,907	2	0.90		\$5,000	\$6,000	
Fairfield	61,146	33	61,762	21	0.87		\$5,000	\$6,000	
Newtown	28,243	11	28,291	12	0.81		\$5,000	\$6,000	
Coventry	12,403	9	12,413	1	0.81		\$5,000	\$6,000	
Middlebury	7,569	4	7,594	2	0.79		\$5,000	\$6,000	FY15 <10K
Glastonbury	34,850	10	34,892	16	0.75		\$5,000	\$6,000	
Wolcott	16,734	7	16,719	5	0.72		\$5,000	\$6,000	
Portland	9,445	3	9,430	3	0.64		\$5,000	\$6,000	
Suffield	15,790	8	15,823	1	0.57		\$5,000	\$6,000	
East Hampton	12,902	3	12,854	4	0.54		\$5,000	\$6,000	
Brookfield	16,957	3	17,202	6	0.52		\$5,000	\$6,000	
Cheshire	29,120	6	29,245	9	0.51		\$5,000	\$6,000	
Westport	27,529	8	27,848	6	0.50		\$5,000	\$6,000	
North Branford	14,339	3	14,300	4	0.49		\$5,000	\$6,000	
Greenwich	62,676	18	62,942	11	0.46		\$5,000	\$6,000	FY15 <10K
Granby	11,333	3	11,317	2	0.44		\$5,000	\$6,000	
Redding	9,348	4	9,344	-	0.43		\$5,000	\$6,000	
Simsbury	23,903	6	24,093	3	0.37		\$5,000	\$6,000	
Darien	21,473	5	21,925	3	0.36		\$5,000	\$6,000	
Monroe	19,916	3	19,956	3	0.30		\$5,000	\$6,000	
Canton	10,372	2	10,358	1	0.29		\$5,000	\$6,000	
Rocky Hill	19,964	2	20,189	3	0.25		\$5,000	\$6,000	
Avon	18,441	2	18,485	2	0.22		\$5,000	\$6,000	
Bethel	19,425	-	19,560	4	0.20		\$5,000	\$6,000	
Weston	10,417	2	10,437	-	0.19		\$5,000	\$6,000	FY15 <10K
New Canaan	20,302	1	20,449	2	0.15		\$5,000	\$6,000	
Ridgefield	25,288	1	25,339	2	0.12		\$5,000	\$6,000	
Madison	18,302	2	18,254	-	0.11		\$5,000	\$6,000	
Willton	18,807	1	18,851	1	0.11		\$5,000	\$6,000	
Graton Long Point	517	-	517	-	0.00		\$5,000	\$6,000	
Easton	7,645	-	7,663	-	0.00		\$5,000	\$6,000	

OPTION C - Allocations to All Local Police Departments with an Offset Calculation for Direct JAG Recipients and Flat Grants to Underfunded Direct JAG Cities and Towns Because of This Calculation

Total Available Variable Pass Through (VPT) for Local PD's and Less than 10K								
JAG 2015 and JAG 2016								\$1,259,944
Contingency Reserve								\$19,221
Total Funds Allocated to Cities and Towns								\$1,246,723
2015 STIPEND Funding: Stipends to participate in SNTF								\$125,000
2016 STIPEND Funding: Stipends to participate in SNTF								\$100,000
Total STIPEND Funding								\$225,000
Total JAG 2015 and JAG 2016 Funds Available								\$1,471,723
PARAMARICA	(arbitrary)							
Stamford	\$16,000.00							
West Haven	\$8,500.00							
Stratford	\$8,500.00							
Bristol	\$8,500.00							
Total	\$41,500.00							



STATE OF CONNECTICUT
Office of Policy and Management

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2019 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)

(Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)

Project Narrative

Application Due to OPM: November 26, 2018

Instructions

- Before beginning to fill out your 2019 JAG Local VCP Grant Project Budget, please read and review the Grant Application Rules and Requirements document which outlines the intent of the grant program and addresses allowable and unallowable costs.
- The **due date** for the 2019 JAG Local VCP Grant application is **November 26, 2018**
- The project narrative document must be completed, **signed** and **dated** as indicated under Applicant Information.
- The effective date of the Notice of Grant Award is January 1, 2019 OR the date on which the Notice of Grant Award is signed by both parties - whichever is later. Towns must not execute purchase orders or contracts or incur expenditures before the Grant Award is signed by both parties.
- Once completed, please convert your completed project narrative document to **PDF** format.
- Please attach the completed project narrative PDF document, along with the other required grant application PDF documents as one "master" e-mail submittal and send the single e-mail to:
Nichole.Howe@ct.gov

Applicant Information

Applicant Name: Norwalk CT Police

Town: Norwalk CT

Sign Here LT Bruce Blume

LT Blume, Norwalk Police

SIGNATURE REQUIRED: 2019 JAG Local VCP Grant Manager

Date: 11/25/2018

OPM CONTACTS

If you have any questions on the Project Narrative, please contact:

Stephen Moniz: Stephen.Moniz@ct.gov

If you have questions concerning the submission process or accessing the grants portal:

Nichole Howe: Nichole.Howe@ct.gov

John Forbes: John.Forbes@ct.gov

Please provide the following information on your police departments use of Police Body Worn Cameras

Question	Response
Please indicate the number of existing body-worn cameras that are in use at your police department.	177
Please indicate the number of officers currently using body-worn cameras.	177

Programs (Questions 1-5)

1) Indicate the types of programs you plan to implement. (Check all that apply)

☒	Community Policing Strategies
☒	Response to Gun Crime and Shootings
☒	Response to Gang/Group(s) Crime
☐	Response to Domestic Violence
☐	Response to Sexual Assault
☐	Response to Mentally Ill Offenders

2) Please briefly explain how the activities will address violent crime? Describe purpose of activities and expected outcome.

Norwalk is planning to use the funding for high visibility and selective enforcement patrols. These patrols will be directed in South Norwalk location identified by the Byrne Criminal Justice Initiative Program, BJA 2015 4095 as a target area for Community Based Policing and Community Building programs. The patrols will target gang, narcotics, gun, and other criminal and quality of life issues. The area identified is in South Norwalk roughly south of 195, West of Water Street, and East of Martin Luther King Blvd. The above mentioned BJA 2015 4095 grant supplied roughly \$900,000.00 to address community based, quality of life, and crime issues in the area. The area includes the Washington Village public housing development which is currently being rebuilt with monetary assistance from the Federal government received by Norwalk's Redevelopment Agency. The rebuild provides housing at both market and subsidized rates based on individual need.

**3) Do you plan to hold an event using the JAG funds?
(Examples include: Safe streets operations, community outreach campaigns)**

☐

Yes

☒

No (Skip to next section)

4) What types of events do you plan for the grant period?

Check All that Apply	Event	Topic
☐	Community Outreach	
☐	Educational Events	
☐	Media Campaign	
☐	Community Meetings	
☐	Citizen Police Academy	
☐	Other	

5) Please provide a brief explanation of the anticipated events?

N/A

**Personnel
Questions (6-8)**

6) Do you plan to use JAG funds to support overtime hours?



Yes



No (Skip to next section)

7) Indicate the type of position supported with overtime hours using JAG funds. Briefly State the purpose of the overtime.
(Examples Include: Attend training, surveillance operation, special patrol, citizen academy)

Check All That Apply	Position Title	Purpose of Overtime
☒	Police officer	
☐	Corporal	
☐	Detective or Investigator	
☐	Sergeant	
☐	Lieutenant	
☐	Captain	
☐	Major	
☐	Lieutenant Colonel	
☐	Colonel	

8) Please provide an estimate of the Over-Time hours to be supported by JAG Funds.

Under Norwalk's agreement with the Norwalk Police Union, all officers working grant hires do so at the top grade patrol officer's hourly rate. This rate, including shift differential, and taking into account for increases in January and July of 2019, comes out to approximately \$70.00 per hour. This JAG money, then would provide approximately 185 hours of additional patrol in the target area.

Equipment Purchases and Technology Investments
Questions (9-11)

9) Do you plan to use JAG funds for equipment purchases and/or technology investments?

☐

Yes

☒

No (Skip to next section)

10) What types of equipment purchases and/or technology investments
(Please see the detailed JAG Eligible Equipment List in Appendix A for more information)

Check All That Apply	Equipment Category
☐	Camera/Surveillance Equipment
☐	Computer Equipment
☐	Vehicles and Accessories
☐	Duty Equipment (not including weapons)
☐	Technology
☐	Forensics/Evidence
☐	Canines and Equipment
☐	Medical/Overdose Response

11) Describe any efficiencies or cost savings to be achieved as a result of any equipment purchases and or technology investments.

N/A

Training
(Questions 12 -13)

12) Do you plan to conduct any training during the grant period?

☐ Yes

☒ No (Skip to next section)

13) Please indicate the training topics, target audience, and provide an estimate of the number of persons to be trained. Please also identify the type of trainer. (Examples include: Police Officer, POST, FBI, IAPC, or FLETC)

N/A

**Task Forces
(Questions 14-15)**

14) Do you plan to use JAG funds to support a multijurisdictional task force activity?

☐ Yes

☒ No (Skip to next section)

14a) Indicate the types of task forces below.

Task Force	Yes	No	Is this a Multijurisdictional Task Force?	Estimated number of Hours during grant period
Anti-Gang Task Force	☐	☐	☐	
Anti-Gun Task Force	☐	☐	☐	
Drug Task Force	☐	☐	☐	
Violent Crime Task Force	☐	☐	☐	
Other	☐	☐	☐	
If other, please explain:				

15) Please provide a brief summary of the task force activities that will be supported by the JAG funds.

N/A

Appendix A 2019 JAG Local VCP Grant Program Detailed Equipment List

Camera/Surveillance Equipment
A. In-car cameras
B. On-person/body-worn cameras
C. Surveillance equipment
D. Undercover surveillance equipment
Computer Equipment
A. Mobile data terminal
B. Other computers (desktop, laptop, server, etc.)
C. Tablet/portable device/smart phone
D. Wireless access equipment (aircards)
E. Records management/database software
Vehicles and Accessories
A. Patrol cars
D. License-plate readers
E. Automatic vehicle locator
F. Bicycles and related equipment
G. Patrol Boat
Duty Equipment (not including weapons)
A. Bullet Proof Vests
D. Portable radio equipment and accessories

Technology
A. Breath-testing equipment
B. Dispatch equipment (consoles, 911 phone systems)
C. Electronic ticketing equipment
D. Offender tracking systems (GPS, electronic monitoring)
H. Acoustic gunshot detection system (ShotSpotter®)
Forensics/Evidence
A. Forensic lab equipment (cyanoacrylate fuming chamber, mass spectrometer, etc.): DOES NOT INCLUDE FORENSIC
B. Forensic supplies (includes all consumable forensic supplies such as bags, brushes, powders, etc.)
C. Sexual assault kits/physical evidence recovery kits
D. Digital recreation and measurement systems (3D-modeling software, point cloudmapping systems, etc.)
Canines and Equipment
A. Canines
B. Canine equipment and supplies
Medical/Overdose Response
A. Emergency medical services supplies
B. Pharmaceuticals for treating overdose or addiction (naloxone, Narcan®, naltrexone, buprenorphine, methadone, etc.)
C. Medical (first-aid kits, defibrillators)

**2019 JAG Local Violent Crime Prevention (VCP) Grant Program
(Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)**

Personnel Budget

Instructions: Please select the appropriate Police Services project category; the position assigned to the project; Describe the role of that individual in the project; an calculation should use the following format: \$ per hour X # hours per week X days per week X # v

	[Click on the First Empty Blue Cell to access pull-down menu to pick Category]	[Click on the First Empty Blue Cell to access pull-down menu to pick Job Title]	[Enter 300 Characters or Less for Description]	[Enter] #	[Enter] #	[Enter] #
Line	Violent Crime Response and Prevention Category	Job Title or Position	Role in the Grant Project	OT Rate per Hour	Hours per Day	Days per Week
EXAMPLE	Response to Gun Crime and Shootings	Police Officer	Provide targeted proactive enforcement patrol in high gun crime areas	\$49.23	8	4
EXAMPLE	Response to Gang/Group(s) Crime	Detective or Investigator	Participate in narcotic and gang investigations involving drug crime task forces	\$54.89	8	1
1	Community Policing Strategies	Police Officer	provide targeted enforcement to gun, narcotics, gang, general crime and quality of life issues in targeted South Norwalk area	\$70.00	16	1
2	Community Policing Strategies	Police Officer	Provide targeted enforcement to gun, narcotics, gang, general crime and quality of life issues in targeted South Norwalk area	\$70.00	7	1

3					\$0.00	X	0	X	0
4					\$0.00	X	0	X	0
5					\$0.00	X	0	X	0
6					\$0.00	X	0	X	0
7					\$0.00	X	0	X	0

8				\$0.00	X	0	X	0
9				\$0.00	X	0	X	0
10				\$0.00	X	0	X	0

d the overtime hourly rate cost calculation and the fringe rate; Hourly cost weeks

	[Enter] #	[Locked: No Entry]	[Enter] #	[Locked: No Entry]	Total Cost
X	Total Weeks	Total OT Hourly Cost	Fringe Rate %	Total Fringe Cost	
X	11	\$17,328.96	5.43	\$940.96	\$18,269.92
X	10	\$4,391.20	5.43	\$238.44	\$4,629.64
X	11	\$12,320.00	1.45	\$178.64	\$12,498.64
X	1	\$490.00	0.00	\$0.00	\$490.00

X	0	\$0.00	0.00	\$0.00	\$0.00
X	0	\$0.00	0.00	\$0.00	\$0.00
X	0	\$0.00	0.00	\$0.00	\$0.00
X	0	\$0.00	0.00	\$0.00	\$0.00
X	0	\$0.00	0.00	\$0.00	\$0.00

X	0	\$0.00	0.00	\$0.00	\$0.00
X	0	\$0.00	0.00	\$0.00	\$0.00
X	0	\$0.00	0.00	\$0.00	\$0.00

TOTAL	\$12,988.64
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STATE OF CONNECTICUT
Office of Policy and Management

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2019 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)
(Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)

AUTHORIZED SIGNATURE FORM

The State of Connecticut Office of Policy and Management (OPM) is providing grants to assist local police departments with violent crime prevention and public safety improvements. The grant is funded by the federal Justice Assistance Formula Grant (JAG) program.

This form must be signed and dated by the city/town official that has the legal authority to accept grant funds on behalf of the city/town.

This form must then be countersigned and dated by the individual with the legal authority on behalf of the city/town attesting to this fact.

Municipal Official

Print Here	Title Here
Printed Name of Mayor/First Selectman/City or Town Manager	Title
Sign Here	Date Here
Signature of Mayor/First Selectman/City or Town Manager	Date

Verification/Attestation

Print Here	Title Here
Printed Name of Municipal Legal Authority Attesting to Signature	Title
Sign Here	Date Here
Signature of Municipal Legal Authority Attesting to Signature	Date

III.

**PERTINENT STATUTES
AND REGULATIONS**

**OF THE
STATE OF CONNECTICUT**

**PERTINENT STATUTES AND REGULATIONS OF THE STATE OF
CONNECTICUT**

*Current through Gen. St., Rev. to 1-1-15***

NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS	
Statute Hyperlink	Description
<u>§ 4a-60.</u>	Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.
<u>§ 4a-60a.</u>	Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.
DEPARTMENT OF ADMINISTRATIVE SERVICES	
Statute Hyperlink	Description
<u>§ 4a-60g</u>	(Formerly § 32-9e) Set-aside program for small contractors, minority business enterprises, individuals with a disability and nonprofit corporations.
<u>§ 4a-60h</u>	(Formerly § 32-9f) Administration of set-aside program. Regulations. Access to competitive contracts outside of program guaranteed.
<u>§4a-60i</u>	(Formerly § 32-9g) Responsibilities of agency heads to negotiate and approve contracts not affected.
<u>§4a-60j</u>	(Formerly § 32-9h) Time for payment of contractors.
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT	
Statute Hyperlink	Description
<u>§32-9n</u>	Office of Small Business Affairs.
<i>continued on next page...</i>	
** There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult the current Supplement to the General Statutes of Connecticut.	

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES	
Statute Hyperlink	Description
§ 46a-56	Commission duties.
§ 46a-68c	Contractors required to file affirmative action plan, Certificate of compliance issued by commission. Revocation.
§ 46a-68d	Public works contracts subject to affirmative action requirements. Conditional acceptance by commission. Advance filing of plan.
§ 46a-68e	Contractors and subcontractors required to file compliance reports.
§ 46a-68f.	Compliance reports to include labor union practices.
§ 46a-68g.	Prohibition re: contractors who have not satisfactorily complied with affirmative action requirements.
§ 46a-68h.	Hearing re: noncompliance.
§ 46a-68i.	Right of appeal.
§ 46a-68j	Regulations.
<i>** There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult the current Supplement to the General Statutes of Connecticut.</i>	

and

REGULATIONS OF CONNECTICUT STATE AGENCIES
TITLE 46A. HUMAN RIGHTS
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE

§ 46a-68j-21 -- § 46a-68j-43 and § 46a-68k-1 -- § 46a-68k-8.

For an electronic version of these regulations go to:
<http://www.ct.gov/chro/cwp/view.asp?a=2525&q=326600&chroPNavCtr=#51747>



STATE OF CONNECTICUT
Office of Policy and Management

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2019 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)
(Distribution of JAG Local FY2015 and FY 2016 Federal Grant Funds)

Assurances and Certifications Form

By submitting this Assurances and Certifications Form and signing my name below, I hereby certify that, to the best of my knowledge, each of the Assurances and Certifications checked below are accurate and correct.

The city/town of _____:

Please check YES or NO		Assurances and Certification
YES	NO	Federal System for Award Management (SAM): maintains a current registration in the federal System for Award Management (SAM) database. (Recipients must review and update information at least annually to satisfy this requirement.) Additional information about registration procedures may be found at the SAM Internet site (http://www.sam.gov).
YES	NO	Restrictions on Lobbying: will not use these federal funds or any other federal funds to lobby local, state or federal agencies or individuals to change laws or try to change laws. No federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
YES	NO	Debarment: has not been excluded, as notified in writing, from receiving federal funds by the federal Department of Justice.
YES	NO	Affirmative Action: has an Affirmative Action policy statement and/or maintains an approved equal employment opportunity plan (EEO).
YES	NO	Adequate Financial Accounting System: maintains an adequate financial accounting system that can provide documentation to support all receipts and expenditures and obligations of Federal funds.
YES	NO	Records Retention: will retain all financial records, supporting documents, statistical records, and all other records pertinent to this grant award after receiving notification from the awarding agency that the award has been financially and programmatically closed.

Signature of Authorized Signing Official

Print Here	Title Here
Printed Name: Authorized Signing Official	Title
Sign Here	Date Here
Signature: Authorized Signing Official	Date



STATE OF CONNECTICUT
Office of Policy and Management

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2019 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)
(Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)

**CERTIFICATION of COMPLIANCE:
Equipment and Controllable Property**

Compliance Statement:

Grantees shall own any equipment or controllable property purchased with Federal grant funds. Grantee shall also maintain any technology licenses for any software purchased. Grantees must maintain a property control record for each equipment or controllable property item with the following information: (1) acquisition cost (2) date of purchase; (3) name and address of vendor; (4) description of equipment item; and (5) serial or part number (6) location of equipment or property item.

Definitions:

Capital Equipment: Capital equipment is defined as tangible, non-expendable, personal property having an anticipated life of one year or more with a unit acquisition cost of \$5,000 or greater.

Controllable Property: Controllable Property assets have a cost under \$5,000 and include: All Computers /Technology Systems /Mobile Data Terminals and other types of equipment such as Computer Software, Emergency Medical Equipment, Police Cruiser Equipment/ Officer Equipment, In-car/On Person Camera System, License Plate Readers, Radios, Tactical Equipment and Surveillance and Investigative Equipment purchased under the Justice Assistance Grant (JAG) program.

Certification

The undersigned certifies that:

The municipality of _____ has established policies and procedures for the proper recording, maintenance and control of equipment and property and remains in compliance with respect to all necessary aspects of asset and inventory management accounting.

Signature of Authorized Signing Official

Print Here	Title Here
Printed Name of Authorized Signing Official	Title
Sign Here	Date Here
Signature of Authorized Signing Official	Date



STATE OF CONNECTICUT
Office of Policy and Management

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**ACKNOWLEDGMENT OF CONTRACT COMPLIANCE
NOTIFICATION TO BIDDERS**

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81j(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART: I Bidder Information

Company Name:		Bidder Federal Employer Identification Number			
Street Address:					
City & State:		(or) Social Security Number			
Chief Executive:					
Major Business Activity (brief description)		Bidder Identification (response optional/definitions on page 1)			
		Bidder is a small contractor		YES	NO
		Bidder is a minority business enterprise		YES	NO
		(If yes, check ownership category)			
		Black			
		Hispanic			
		Asian American			
		American Indian/Alaskan Native			
Bidder Parent Company (If any)		Iberian Peninsula			
		Individual(s) with a Physical Disability			
Other Locations in Ct. (If any)		Female			
		Bidder is certified as above by State of CT		YES	NO

PART: II Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? YES ☐ NO ☐	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? YES ☐ NO ☐
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? YES ☐ NO ☐	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? YES ☐ NO ☐
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? YES ☐ NO ☐	9. Does your company have a mandatory retirement age for all employees? YES ☐ NO ☐
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? YES ☐ NO ☐	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? YES ☐ NO ☐ NA ☐

5. Do you notify the Ct. State Employment Service of all employment openings with your company? YES ☐ NO ☐	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? YES ☐ NO ☐ NA ☐
6. Does your company have a collective bargaining agreement with workers? YES ☐ NO ☐	12. Does your company have a written affirmative action Plan? YES ☐ NO ☐
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? YES ☐ NO ☐	If no, please explain:
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? YES ☐ NO ☐	13. Is there a person in your company who is responsible for equal employment opportunity? YES ☐ NO ☐
	If yes, give name and phone number:

PART: III Bidder Subcontracting Practices	
1. Will the work of this contract include subcontractors or suppliers?	YES ☐ NO ☐
1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)	
1	
2	
3	
4	
5	
6	
1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?	YES ☐ NO ☐

PART: IV Bidder Employment Information											
									DATE:		
Job Category*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture /Engineering											
Office & Admin Support											
Bldg./ Grounds Cleaning/ Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											
*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)											

PART: V**Bidder Hiring and Recruitment Practices**

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
Source	Yes	No	% of applicants provided by source			
State Employment Service	☐	☐		☐	Work Experience	
Private Employment Agencies	☐	☐		☐	Ability to Speak or Write English	
Schools and Colleges	☐	☐		☐	Written Tests	
Newspaper Advertisement	☐	☐		☐	High School Diploma	
Walk Ins	☐	☐		☐	College Degree	
Present Employees	☐	☐		☐	Union Membership	
Labor Organizations	☐	☐		☐	Personal Recommendation	
Minority/Community Organizations	☐	☐		☐	Height or Weight	
Others (please identify)	☐	☐		☐	Car Ownership	
	☐	☐		☐	Arrest Record	
	☐	☐		☐	Wage Garnishments	
Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.						
(Signature)		(Title)		(Date Signed)		(Telephone)



STATE OF CONNECTICUT
Office of Policy and Management

7

2019 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)
(Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)

System for Award Management (SAM)
SAM.gov Registration Validation

You must submit confirmation of a valid, "active" SAM.gov registration for your municipality in order to be eligible to receive Federal grant funds. Please see instruction document under "Guidance Documents" on the web page: <https://www.ct.gov/opm/cwp/view.asp?a=4722&Q=606002&PM=1>

Please attach the individual validation document to one "master" e-mail submittal (with the additional 2018 Juvenile Review Board Grant Program application documents) and send the single e-mail to:

Nichole Howe, Fiscal Administrative Officer
nichole.howe@ct.gov
860-418-6443

1. A screen shot of the "active" screen graphic found on the SAM.gov web site:

(EXAMPLE: Office of Policy and Management)

The screenshot shows the SAM.gov search results page. At the top, it says "Current Search Terms: office* of policy* and* management*". Below this is a "Clear Search" button. The search results are displayed in a table. The first result is for the "Entity" "Policy And Management, Connecticut" with a status of "Active". The table also shows the DUNS number "807855035", the CAGE code "3UEJ1", and the expiration date "09/14/2018". The purpose of registration is listed as "Federal Assistance". There are buttons for "Save PDF", "Export Results", and "Print" at the top and bottom of the results area. The page is labeled "Result page 1 of 1".

Entity	Status	DUNS	CAGE Code	Expiration Date	Purpose of Registration
Policy And Management, Connecticut	Active	807855035	3UEJ1	09/14/2018	Federal Assistance



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

VII.C

MEMORANDUM

TO: Public Works Committee of the Common Council
FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer, D.P.W. *P.L.S.*
CC: Lisa Burns, P.E. - Interim Director of Public Works
REF: 4th Taxing District Extension Information
DATE: October 24, 2018

The extension of the 4th Taxing District is done as per Section 1-17 of Article II, Taxing Districts of the City Charter and Special Acts, as well as Chapter 94 of the City Ordinance. The 4th Taxing District is the sewerred portion of the 5th Taxing District. The 4th Taxing District therefore, does not have a fixed boundary and can potentially change every year. The 1st, 2nd, 3rd, 5th, and the 6th Taxing Districts all have fixed boundaries. Properties that are in the 5th Taxing District usually have subsurface sewage disposal systems (septic systems) and do not have access to the City sanitary sewer system. Parcels in the 5th Taxing District that have access (even though not physically connected) to the City sanitary sewer system along the frontage of the property are eligible to be taken into the 4th Taxing District. In cases where the City sanitary sewer system is not accessible along the frontage of their property, some property owners will choose to run their sewer lateral to the nearest City sanitary sewer. This would also make the property eligible to be taken into the 4th Taxing District. In summary, either access to, or connection to the City sanitary sewer system makes a property in the 5th Taxing District eligible to be taken into the 4th Taxing District.

When the access to (through a sanitary sewer system extension project), or connection to the sewer system is completed by September 30 of one year, the parcels are taken into the 4th district, and added to the Grand list for the tax bills that are due on July 1st of the following year. If you have access to, or connection to the sewer system is completed on/or after October 1st of one year, the parcels are taken into the 4th district, and added to the Grand list for the tax bills that are due on July 1st of the second following year (twenty-one months later). When taken into the 4th Taxing District, the property also becomes eligible for City garbage collection. There is an

increase in the mill rate between the 4th Taxing District and the 5th Taxing District. This difference in the mill rate is intended to cover the cost of the garbage collection. The cost of processing the sewage at the City Waste Water Treatment plant for parcels in all of the Taxing Districts in the City is covered by the Water Pollution Control Authority (W.P.C.A.) sewer user fee that was instituted for fiscal year 2002 - 2003. The cost of garbage collection is already included in the mill rate for the 1st, 2nd, 3rd, and the 6th Taxing Districts.

Property owners who cannot receive City garbage collection due to accessibility of the parcel (say on a private road, residential condominium complexes, or residential cooperative units) and have to use a private garbage disposal company, are eligible to apply for an exemption at the office of the Tax Assessor (with proper documentation on or before April 15 prior to the ensuing fiscal year) and will be credited the portion of the mill rate in the 4th Taxing District that is specifically for garbage collection. That is 0.732 mills for fiscal year 2018 - 2019. They will then be put into the Taxing District called the 4N. This exemption also applies to the 1st, 2nd, and 3rd Taxing Districts.

CITY OF NORWALK

FINAL TAX RATES FOR JULY 1, 2018-2019

ROUNDED TO NEAREST XXXX MILLS

(2017 Grand List)

SERVICE DIST	sewered 1ST	2ND	sewered 3RD	sewered 5th 4TH	5TH	6TH	sewered 6th 7TH	non-3rd 8TH	non-1st 9TH	M.V.
GARBAGE	0.732	0.732	0.732	0.732						
5TH DIST	22.918	22.918	22.918	22.918	22.918	22.918	CONVERTED TO 6TH DIST.	CONVERTED TO 3RD DIST.	CONVERTED TO 1ST DIST.	
FIRE DIST	2.955	2.955	2.955	2.955	2.955	2.955	1.276			
6TH DIST							THESE DISTRICTS NO LONGER USED			
STREET LIGHTS				0.057	0.057					
2018-19 (2017 G.L.)	26.605	26.605	26.605	26.662	25.930	24.194				30.499
2018-19 No Garbage	25.873	25.873	25.873	25.930						
% CHANGE	3.5940%	3.5940%	3.5940%	3.5578%	3.6205%	3.7835%				3.9502%
2017-18 (2016 G.L.)	25.682	25.682	25.682	25.746	25.024	23.312				29.340
2017-18 No Garbage	24.960	24.960	24.960	25.024						
% CHANGE	0.9354%	0.9354%	0.9354%	0.9528%	0.9236%	1.6128%				1.4979%
2016-17 (2015 G.L.)	25.444	25.444	25.444	25.503	24.795	22.942				28.907
2016-17 No Garbage	24.736	24.736	24.736	24.795						
% CHANGE	0.2877%	0.2877%	0.2877%	0.2871%	0.3440%	0.3938%				0.3541%
2015-16 (2014 G.L.)	25.371	25.371	25.371	25.430	24.710	22.852				28.805
2015-16 No Garbage	24.651	24.651	24.651	24.710						
% CHANGE	1.3178%	1.3178%	1.3178%	1.3147%	1.5702%	1.9041%				1.9971%
2014-15 (2013 G.L.)	25.041	25.041	25.041	25.100	24.328	22.425				28.241
2014-15 No Garbage	24.269	24.269	24.269	24.328						

FY 2018-19 Sewer Use Fees

Residential

Commercial

Flow

\$352.00 * per residential unit/apartment/condominium

\$506.00 ** w/ up to 110,000 gallons of usage

various *** commercial & mixed use properties w/over 110,000 gallons of usage

*in-law Unit/

Accessory adds 1/2 the base rate- \$176 to the

\$352 = \$528

plus \$9.11 per 1,000 gallons in excess of 110,000 gallons

FY 2018-19 Industrial Pretreatment

(IPP Fees)

Registration

Application

Fee

\$200

Base

Administration

Fee

\$250

High Strength

Surcharge

Fee

\$250

Non-

Compliance

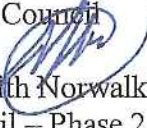
Fee

\$500

Norwalk Water Pollution Control Authority									
2018 Grand List Update									
Date: 10/24/18									
Date WPCA Connection Paid	SNUM	Parcel Location	DBL	Existing Sewer District	Commercial/ Residential	Finished No. of Units	Description		
7/24/2014	2	Caryns Way	5-21-406-A	5N	Residential	1	1-Family		
7/24/2014	2	Caryns Way	5-21-406-B	5N	Residential	1	1-Family		
7/24/2014	3	Caryns Way	5-21-106-A	5N	Residential	1	1-Family		
7/24/2014	3	Caryns Way	5-21-106-B	5N	Residential	1	1-Family		
7/24/2014	4	Caryns Way	5-21-405-A	5N	Residential	1	1-Family		
7/24/2014	4	Caryns Way	5-21-405-B	5N	Residential	1	1-Family		
7/24/2014	6	Caryns Way	5-21-404-A	5N	Residential	1	1-Family		
7/24/2014	6	Caryns Way	5-21-404-B	5N	Residential	1	1-Family		
5/21/2018	247	Highland Ave	5-80-215-0	5N	Residential	1	1-Family		



Department of Transportation, Mobility and Parking

To: Members of the Public Works Committee
Members of the Common Council
From: Michael Yeosock, P.E. 
Re: Amendment to contract with Norwalk Transit District for Design of Project 102-350
Norwalk River Valley Trail – Phase 2
Date: November 29, 2018

The Norwalk Transit District oversees, on the City's behalf, a design contract with Stantec Consulting Services, Inc. for the design of State Project 102-350 Norwalk River Valley Trail – Phase 2. Due to additional design and mapping requirements requested by the State of Connecticut Department of Transportation, Stantec Consulting Services, Inc. has asked for additional compensation. City staff has reviewed this request and agree. As a result, the contract with the Norwalk Transit District needs to be revised to include the additional work and compensation.



November 14, 2018

Michael M. Yeosock, PE
Assistant Principal Engineer
City of Norwalk
125 East Avenue
Norwalk, CT 06856

RE: Extra Work No. 3
NRVT Trail Realignment
Project No. 102-350

Dear Mr. Yeosock:

Per our recent discussion with your office, we hereby submit this proposal for extra work for the Norwalk River Valley Trail (NRVT). The need for this work is in response to requests from CT DOT for the completion task for 100% Construction Documents that fall outside of our original contract.

Our work included the following:

1. Sub-station easement and access investigation (\$1,500)
 - Involved site investigation and file research at City Hall for existing easement maps and review of approvals and meeting minutes.
 - Coordination correspondence for this task.
 - Coordination with Eversource real estate group to inquire about easements on file.
2. Development of draft ROW Plans
 - As part of the maintenance easement between the City of Norwalk and the CT DOT, we were asked by the City to review and transcribe the existing CT DOT ROW lines on our existing design plans for the length of the proposed trail section.
 - Prepared and delivered a hard copy review set for Paul Holmes.
 - Coordination and correspondence for this task.
3. Additional Utility Coordination Site Meeting
 - At the request of Xiuyun Cai of CT DOT we attend an additional site coordination meeting with CT DOT and the utility companies. This was based on DOT's request to re-review the impacted utilities.
 - Coordination and correspondence for this task.
4. Traffic Comment Responses
 - As a result of the re-alignment and the resubmission of PD (30%) we were instructed by CT DOT not to respond to the original comments from CT DOT (including traffic comments). After submission of SFD, DOT requested we go back and respond to the original PD traffic comments and include them in 100% Bid Documents.



November 14, 2018
Mr. Michael Yeosock P.E.
Page 2 of 3

Reference: Extra Work No. 3 NRV Trail Realignment Project No. 102-350

5. ROW Plans

- Per the request of DOT, the ROW Plans developed in Task 2 shall be finalized to CT DOT standards and included in the 100% Bid Documents Submission.

6. Maps for Lease Agreement

- CT DOT has requested we develop one (1) Lease Agreement map for the crossing of existing CT DOT property not within the ROW.
- Plan to be developed by Stantec and reviewed and signed by licensed surveyor.
- Mylar to be provided.

Total Fee:

Based on the tasks the proposed fee is as follows:

Task 1	\$1,500
Task 2	\$3,000
Task 3	\$1,500
Task 4	\$1,200
Task 5	\$600
Task 6	\$2,000
Total	\$9,800

Thank you for your consideration of our proposal. Should you need any additional information, please do not hesitate to contact me.

Regards,
STANTEC CONSULTING SERVICES INC.


Jeffrey Olszewski, PLA, ASLA
Associate
Phone: 203-495-1645
jeff.olszewski@stantec.com


Philip J. Katz, P.E.
Associate
Phone: 203-495-1645
philip.katz@stantec.com



November 14, 2018
Mr. Michael Yeosock P.E.
Page 3 of 3

Reference: Extra Work No. 3 NRV Trail Realignment Project No. 102-350

By signing this proposal, City of Norwalk authorizes Stantec to proceed with the additional services herein described and will be bound by the previously authorized *Agreement by and Between the City of Norwalk, the Norwalk Transit District and Stantec Consulting Services, Inc.* for the provision of engineering and landscape architecture design services for the Norwalk River Valley Trail-Phase 2, Norwalk, CT dated August 28, 2015. All fees noted herein will be paid for by the City of Norwalk.

Accepted and agreed to for the City of Norwalk by:

Signature

Name (please print)

Title (please print)

Date

Year in Review Report for December 2017 - November 2018
Susan Prosi Johnson – Walk Bridge Program Manager
Executive Summary (December 2018)

2018 Activities

Susan Prosi Johnson has been the City of Norwalk's Walk Bridge Program Manager since December 2017. Key 2018 activities correspond with the City of Norwalk-Susan Prosi Johnson agreement and include:

- Advocacy and promotion of City interests and needs with Connecticut Department of Transportation (CTDOT) and others: *Norwalk is open for business, enhancements and mitigation of negative impacts.*
- On-going coordination with the CTDOT Walk Bridge Program to assure good communication and relationships between the City and CTDOT and acknowledgment/integration of City recommendations into the Walk Bridge Program.
- Participation in Walk Bridge meetings to identify and eliminate or mitigate negative impacts to the maximum extent possible.
- Facilitation of Walk Bridge design and programs by City subject matter experts to shape the Walk Bridge Program to address City needs and interests.
- Communication of stakeholder interests to CTDOT and others. Examples include the Norwalk River Valley Trail organization, upstream users, businesses, and committees/commissions.
- Promotion of additional fishing and dock opportunities as mitigation – CTDOT agreed to retain for the City's use the new dock that will be constructed in the Wharf area to accommodate the Seaport Association's vessel during demolition of the IMAX and construction of the new Walk Bridge lift span structure.
- Advocacy of the Harbor Loop Trail and Wharf (North Water Street parking lot) improvements as essential funded components of the Walk Bridge Program.
- Coordination of the Walk Bridge Design Advisory Committee which collaborates with CTDOT on Walk Bridge aesthetic design considerations now and for the duration of the program.
- The Maritime Aquarium – related activities such as noise and vibration, and the functional replacements (\$34.5M).
- Coordination with CTDOT and Eversource regarding relocation of the transmission lines from the Walk Bridge high towers as well as the relocation of the CTDOT transmission and communication lines.
- Technical assistance and support to City departments or staff for Walk Bridge-related matters.

Progress Made in 2018

- Improved and now excellent working relationships with CTDOT and Walk Bridge consultants.
- Ongoing City-State consultation and collaboration on design, construction and customer service.
- Cooperative problem solving as issues arise.
- CTDOT commitment to retain the temporary Seaport vessel dock as a permanent City dock at the Wharf area.
- CTDOT commitments to design and construct the Harbor Loop Trail east and west banks of the Norwalk River will fill the gaps in the Norwalk River Valley Trail.
- CTDOT commitment to set up an "urban art" program to beautify construction-related jersey barriers and fencing.
- Progress on Walk Bridge Program mitigation and enhancement commitments.
- Increased coordination with CTDOT and City entities and stakeholders to: arrange meetings and consultation about Walk Bridge program components; advance City and stakeholder interests and needs; support the Design Advisory Committee; ensure environmental and tidal wetland mitigation; and monitor environmental, permitting and public involvement.

2019 Activities, Issues and Opportunities

- Mitigation of Walk Bridge impacts on businesses, tourism, residents, traffic and parking, and the environment.
- Business retention and support through design, construction and promotion of growth after program completion.
- CTDOT commitment to the Harbor Loop Trail and Wharf projects and integration into Walk Bridge program and funding. This includes the future new City dock at the Wharf.
- Walk Bridge 90% and 100% design review and comment – year end 2019 design completion anticipated.
- Coordination of City environmental impact reviews, comment and mitigation.
- Environmental impact identification, testing, monitoring, mitigation and protocols for water quality, air, wetlands, noise and vibration.

- Walk Bridge traffic and parking impact assessments and recommendations in cooperation with DPW, Transportation Mobility and Parking, other City departments, businesses and residents.
- Design Advisory Committee coordination.
- The Maritime Aquarium functional replacement program advancement.
- CTDOT-City Rights of Way (ROW) coordination and communications.
- Monitoring of customer service and environmental impacts of active Walk Bridge projects.
- Public and stakeholder engagement and information with improved communication and messaging.
- Participation in and monitoring of Environmental Assessment (FONSI/MOA) commitments: Lockwood Mathews Mansion historic fence, two exhibits, 10 interpretative panels, archaeological findings and follow ups.

The following sections provide a more detailed report about the Norwalk Walk Bridge Program Manager Program including: Overview; Early Activities that Benefited the City; Walk Bridge Program Initiatives that Benefit Norwalk; Coordination; Progress; 2018 Meetings; 2019 Activities and Events; 2019 Issues and Opportunities Watch List. Also provided are attachments that summarize the City-Susan Prosi Johnson Agreement 12-15-17 to 12-14-18 scope of work and the CTDOT's latest Walk Bridge Progress Report (July-August).

Additional Information

- **Year in Review Report for the Walk Bridge Program Manager December 2017 – November 2018.**
- **Attachment A - City of Norwalk - Susan Prosi Johnson Agreement Summary 12-15-17 to 12-14-18 Scope of Work (next page)**

Year in Review Report for December 2017 - November 2018
Susan Prosi Johnson – Walk Bridge Program Manager
December 2018

Overview

Susan Prosi Johnson has been the City of Norwalk's Walk Bridge Program Manager since December 2017. The work undertaken was consistent with the City of Norwalk-Susan Prosi Johnson agreement. This includes:

- Advocacy and promotion of City interests and needs with Connecticut Department of Transportation (CTDOT), CTDOT consultants and others such as the CT Department of Economic Development (CTDECD), CT Department of Energy and Environment (CTDEEP), and permitting agencies.
- On-going coordination with the CTDOT Walk Bridge Program to assure good communication and relationships between the City and CTDOT.
- Coordination of the Walk Bridge Design Advisory Committee which plays a significant role in the aesthetic design of the Walk Bridge in cooperation with CTDOT and consultants. The Design Advisory Committee will be active through the duration of Walk Bridge design and into construction.
- Participation in Walk Bridge meetings to ensure the City is knowledgeable about all aspects of the program and has input which is acknowledged, helps to shape the Walk Bridge program, and mitigates or eliminates negative impacts. This entails coordination with City Departments ranging from the Mayor's Office, Department of Public Works (DPW), Parks and Recreation (Parks and Rec), Planning and Zoning, Corporation Counsel, Conservation Office, Police Department and Marine Unit, Norwalk Redevelopment Authority (Redevelopment), and others.
- Facilitation of City reviews of Walk Bridge design and programs by City subject matter experts. Examples of consultation include environmental remediation (Conservation Department), design of the Harbor Loop Trail and the Wharf (Redevelopment), and DPW for permits, utilities, and design. Parks and Recreation was integrated into Walk Bridge activities as appropriate. Additional stakeholders, such as the Norwalk Parking Authority, were identified and added to CTDOT's list of stakeholders for briefings. Opportunities for outreach and engagement were identified and initiated including upstream users, vessel operators, and the art community.
- Consideration of and communication of stakeholder interests to CTDOT and others. Examples include the Norwalk River Valley Trail organization, upstream users, businesses, and committees/commissions.
- Initial Walk Bridge traffic and parking impact assessments in cooperation with DPW and Transportation Mobility and Parking.
- Participation in the Walk Bridge historic stakeholders meetings which include the archaeological finds and future development and implementation of Walk Bridge commitments for Lockwood Mathews Mansion historic fencing, two information and education exhibits, ten interpretive panels.
- Periodic involvement in The Maritime Aquarium functional replacement program necessitated by the Walk Bridge Program. Early examples relate to the City-State agreement; recent examples include the Walk Bridge program's extensive noise and vibration testing.
- Promotion of additional fishing and dock opportunities as mitigation – CTDOT agreed to retain for the City's use the new dock that will be constructed in the Wharf area to accommodate the Seaport Association's vessel during demolition of the IMAX and construction of the new Walk Bridge lift span structure.
- Ongoing consultation with CTDOT and others regarding City concerns, including environmental impacts, testing, monitoring, and permitting. Issues of particular interest are water quality, noise and vibration and impact mitigation.
- Ongoing participation in the City and State coordination with Eversource regarding relocation of the transmission lines from the Walk Bridge high towers as well as the relocation of the CTDOT transmission and communication lines from the Walk Bridge.
- Initial State-City collaborative efforts to improve Walk Bridge program messaging and communications.
- Technical assistance and support to City departments or staff for Walk Bridge-related matters.

Early Activities that Benefited the City

- Initial activities included follow ups on City to CTDOT requests for a back log of requested information and acknowledgment of City input into the Walk Bridge Program. Outstanding communications issues have been resolved and the City has an excellent relationship with CTDOT and the Walk Bridge program consultants.
- In early 2018, problem solving included working with CTDOT's public involvement program and Norwalk's Customer Service Program to set up a process for communication and recording of inquiries/complaints in a timely and complete manner – the system was collaboratively developed and works well.

Walk Bridge Program Initiatives that Benefit Norwalk

Mitigation and Enhancement

- Updates the Maritime Aquarium with a new state of the art IMAX and new exhibits valued at \$34.5M.
- New warranted traffic signals with ADA improvements at Route 136 @Goldstein Place; East Ave@ Fort Point Street; temporary traffic signal at Fort Point Street@ South Smith Street (need for permanent signal to be determined).
- Environmental mitigation for temporary construction-related impacts and permanent impacts.
- Wetlands restoration.
- Business coordination plan to address construction-related impacts (Mitigation).
- Wayfinding signage for impacted businesses, organizations and tourist attractions – CTDOT has committed to provide some wayfinding signage. Future collaboration with the Norwalk Parking Authority, Redevelopment will be undertaken.
- Temporary docks for the Aquarium and Seaport Association vessels, and new permanent docks for the vessels and a new City dock in the Wharf area.
- Urban art – to beautify construction jersey barriers and fencing.

Enhancement

- Completes gaps in Norwalk River Valley Trail Harbor Loop Trail on east bank of river and on west bank of river.
- Improved drainage in Liberty Square and Goldstein Place.
- Increased attention to aesthetics and integration of art into the Walk Bridge Program. CTDOT has agreed to implement a program that will beautify Walk Bridge jersey barriers and fences in consultation with the City and persons recommended by the Arts Commission. The New York City DOT program was the inspiration and model for this initiative: [NYCDOT Jersey Barrier Beautification Photos](#)
- The Walk Bridge Program's federally approved Finding of No Significant Impact (FONSI) and specified in the Memorandum of Agreement (MOA), committed to:
 - Lockwood Mathews Mansion historic fence (\$2.5M) and related improvements
 - Two exhibits and/or education programs (\$450,000) that focus on historic and current movable bridge engineering and STEM (Science Technology Engineering and Math).
 - 10 interpretative panels throughout the Walk Bridge impact area. This is called by the Walk Bridge Program as mitigation through design.
 - Ongoing coordination regarding cultural and historic matters
 - Archaeological dig, preservation and documentation.

Coordination

- Ongoing coordination with CTDOT and City entities and stakeholders to: arrange meetings and consultation about Walk Bridge program components; advance City and stakeholder interests and needs; support the Design Advisory Committee; ensure environmental and tidal wetland mitigation; and monitor environmental, permitting and public involvement.
- Meeting arrangements and follow ups with the City and State on Walk Bridge related matters.
- Standing meetings with the Chief of Staff.

Progress

- Excellent working relationships with CTDOT and Walk Bridge consultants.
- Ongoing City-State consultation and collaboration on design, construction and customer service.
- Cooperative problem solving as issues arise.
- CTDOT commitment to retain the temporary Seaport vessel dock as a permanent City dock at the Wharf area.
- CTDOT commitment to set up an urban art program to beautify construction-related jersey barriers and fencing.

2018 Meetings

- Over the course of the first year, there were more than 160 meetings associated with the Walk Bridge program attended or arranged by the Norwalk Walk Bridge Program Manager. This is an average of 14 meetings per month which addressed design and status reports, special issues/topics, testing for vibration and noise and reporting, customer service, on-going construction of the active projects (Danbury Dock and CP243), advisory and CTDOT-identified stakeholder meetings. There were also meetings of committees and commissions regarding the Walk Bridge program, Walk Bridge program commitments and the Maritime Aquarium functional replacement

program. Additional meetings involved the Eversource transmission line relocation and the CTDOT transmission line relocation. Weekly meetings are held with the City's Chief of Staff.

**Walk Bridge Program Manager Meeting Topics
December 2017 - November 2018**

Topics	Number
CTDOT Walk Bridge Design, Construction, Progress or special topics	46
Walk Bridge Stakeholders	19
Walk Bridge Public Info Sessions	11
CTDOT Walk Bridge Partnering - daylong session	1
Design Advisory Committee	5
Business Coordination Plan & stakeholders	6
Maritime Aquarium Functional Replacement & TMA-CTDOT-City	24
Internal City coordination: departments, staff, committees	40
Eversource (with City, State, Public)	15
Total	167

2019 Activities and Events

- Business community outreach, involvement and mitigation with CTDOT, CTDECD and Norwalk Redevelopment Authority.
- Traffic and parking impact assessments in cooperation with the Transportation, Mobility and Parking Department.
- Harbor Loop Trail and Wharf design, funding and construction in cooperation with Redevelopment, DPW, Planning and Zoning, Parks and Rec, CTDOT, DECD and CT Department of Energy and Environment, and others.
- Coordination of the Design Advisory Committee for continuing participation in all aspects of the Walk Bridge Program.
- The Walk Bridge Program activities related to FONSI/MOA commitments will ramp up and deal with Lockwood Mathews Mansion historic fence, two exhibits, 10 interpretative panels, archaeological findings research, digs and follow ups.
- Ongoing coordination regarding cultural and historic matters.
- Ongoing monitoring and coordination with the State and Eversource regarding projects with environmental impacts, testing, monitoring, and mitigation.
- Ongoing consultation with CTDOT and others regarding City concerns, including environmental impacts, testing, monitoring, and permitting. Issues of particular interest are water quality, noise and vibration and impact mitigation.
- Walk Bridge progress meetings on active construction projects and design.
- Walk Bridge design to the 90% and 100% stages with review and comment by City departments and stakeholders. Walk Bridge design is expected to reach 100% complete by the end of calendar year 2019.

2019 Issues and Opportunities Watch List

- Mitigation of Walk Bridge impacts on businesses, tourism, residents, traffic and parking, and the environment.
- Business retention and support through design, construction and promotion of growth after program completion.
- CTDOT commitment to the Harbor Loop Trail and Wharf projects and integration into Walk Bridge program and funding. This includes the future City dock at the Wharf.
- CTDOT-City coordination regarding Rights of Way (ROW) and communications regarding ROW as needed.
- The Maritime Aquarium functional replacement program -- this is handled by DPW and the Engineering and Construction Division, with peripheral involvement by the Walk Bridge Program Manager.
- Coordination of disposition or re-use of Walk Bridge items, such as stone from bridges, high towers, and other artifacts.

- Coordination of City environmental impact reviews, comment and mitigation.
- Environmental impact identification, testing, monitoring, mitigation and protocols for water quality, air, wetlands, noise and vibration.
- Monitoring of customer service and environmental impacts of active Walk Bridge projects.
- Public and stakeholder engagement and information.
- Communication and messaging improvements.
- Participation in and monitoring of FONSI/MOA commitments.
- Archaeological findings and documentation and future display opportunities in Norwalk.

Additional Information

- **Attachment A - City of Norwalk - Susan Prosi Johnson Agreement Summary 12-15-17 to 12-14-18 Scope of Work (next page)**

Attachment A: City of Norwalk - Susan Prosi Johnson Agreement 12-15-17 to 12-14-18 Scope of Work Summary

The scope of work identifies the following tasks:

- serving as the City's Walk Bridge point of contact with the Connecticut Department of Transportation (CTDOT) and others
- advocating for and promoting City interests and needs
- public engagement to get input from diverse stakeholders and relay the information to the right entities to consider and address
- business community outreach and coordination with CTDOT and its business coordination program
- coordination of the Walk Bridge Design Advisory Committee
- supporting City engineering Walk Bridge activities and issues such as relocation of the Eversource transmission lines
- monitoring, compliance with the Environmental Assessment FONSI (Finding of No Significant Impact) and the commitments in the Memorandum of Agreement (MOA).

The agreement enables extension for up to three (3) additional one (1) year terms if the Walk Bridge program is active and funding is available. The fee is \$100 per hour and the stated requirement is for an average of 20 hours per week, not to exceed \$100,000 for the year. The Walk Bridge Program Manager is usually in Norwalk City Hall daily with weekly hours in excess of the agreement.

CITY OF NORWALK

LAW DEPARTMENT

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



TEL: (203) 854-7750

FAX: (203) 854-7901

May 14, 2018

Susan Prosi Johnson
9 Stiles Street
Stratford, CT 06614

Re: **Contract between the City of Norwalk and Susan Prosi Johnson**
- City of Norwalk Walk Bridge Project

Dear Ms. Johnson:

I have enclosed a fully executed copy of the document referenced above, with an effective date of December 15, 2017.

Thank you for your cooperation in finalizing this matter. If you have any questions or concerns, please feel free to contact me.

Very truly yours,

Diane Beltz-Jacobson
Assistant Corporation Counsel

/ia
Enclosure

c: Bruce Chimento, P.E., Director of Public Works
Laoise King, Chief of Staff, Mayor's Office
Frederic J. Gilden, Comptroller

AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
SUSAN PROSI JOHNSON
FOR
WALK BRIDGE PROGRAM MANAGEMENT

THIS AGREEMENT effective the 15th day of December, 2017, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "City"), acting herein by Harry W. Rilling, its Mayor, and **SUSAN PROSI JOHNSON**, an individual residing at 9 Stiles Street, Stratford, Connecticut 06614 (hereinafter referred to as "Ms. Johnson").

WITNESSETH:

WHEREAS, the City requires the services of a program manager to advance its needs and those interests and needs of public and private stakeholders relative to the Walk Bridge Project; and

WHEREAS, the City desires to retain Ms. Johnson to perform the required services described herein based on Ms. Johnson's representations that she is qualified and capable of meeting the City's needs and requirements in a professional and timely manner; and

WHEREAS, Ms. Johnson has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF MS. JOHNSON

A. Based on the representations set out in the proposal dated November 30, 2017, which is attached hereto and incorporated herein as **Exhibit A**, the City hereby retains Ms. Johnson, as an independent contractor to perform the services set forth herein in accordance with the terms and conditions and for the consideration set out in this Agreement. This Agreement is for personal services of Ms. Johnson and shall not be transferred or assigned by Ms. Johnson, except as otherwise provided under this Agreement. The parties agree and understand that Ms. Johnson will not be entitled to benefits given to full time-permanent employees and Ms. Johnson hereby waives any rights she may have or may be determined to have in and to such benefits including, life, health and dental insurance, retirement accounts or pension benefits, by way of example.

B. The person in charge of administering this Agreement on behalf of the City shall be Laoise King, the Mayor's Chief of Staff, or such other person as may be designated in writing (hereinafter, the "Director").

2. **SERVICES TO BE PERFORMED**

A. The services to be performed by Ms. Johnson under this Agreement are described and set out in Exhibit A (hereinafter, "the Services"), and may be amended or modified at the discretion of the City, acting by the Director, with the written consent of Ms. Johnson. Ms. Johnson shall perform the Services set forth in this Agreement in accordance with generally prevailing standards of due care and professionalism. While Ms. Johnson shall determine the manner and means of her work as well as her work schedule, it is anticipated that she will be available at Norwalk City Hall for an average of approximately twenty (20) hours per week. The parties understand and agree that the amount of time spent performing the Services per week vary as circumstances require.

B. Ms. Johnson shall work cooperatively with City staff in the performance of the Services as may be needed to advance the City's best interests.

C. Ms. Johnson shall be available to meet with designated officers, employees, commissions and officials of the City and the public, from time to time as may be appropriate and with other entities as directed by the City, with regard to the Services performed hereunder.

D. The City may, from time to time, request changes in the scope of Ms. Johnson's Services to be performed hereunder, including any corresponding increase or decrease in the amount of Ms. Johnson's compensation. Any such changes, which are mutually agreed upon by and between the City and Ms. Johnson, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. **TIME PROVISIONS**

A. This Agreement shall remain in effect for a period of one year through December 14, 2018. Thereafter, the parties may agree to extend the effective term for up to three (3) additional one year terms each. An extension will be effective upon the parties jointly signing an Amendment to this Agreement. In no event shall this Agreement extend beyond the final completion of the Walk Bridge Project.

B. Notwithstanding the provisions of paragraph above, this Agreement may be terminated earlier by either party sending written notice to the other of its intent to terminate and specifying the termination date, which shall be no less than thirty (30) days from the date such notice is given. In the event of such termination, the Services shall be paid for in such amount as to compensate Ms. Johnson for the Services satisfactorily performed in accordance with the terms and requirements of this Agreement prior to termination. Such amount shall be paid within thirty (30) days of the termination date.

Termination under this section shall not give rise to any claim against the City or Ms. Johnson for damages, or for compensation due to Ms. Johnson in addition to that provided hereunder.

4. COMPENSATION

A. Ms. Johnson shall be compensated monthly for the performance of her Services, with each monthly payment being no less than \$8,333.33 during the term of this Agreement. In the event that Services are discontinued, Ms. Johnson shall be paid a pro rated amount equal to the product of the compensation to which she would have been entitled at the end of the pay period that her Services discontinued had her Services not discontinued and a fraction the numerator of which is equal to the number of days that Ms. Johnson provided Services during the pay period and the denominator of which is equal to the total number of days in the pay period. Any pro-rated amount paid or owed shall not affect or otherwise reduce any monthly amounts paid or owed for any Services performed by Ms. Johnson in any month prior to the discontinuance of her Services. Throughout the term of this Agreement the maximum, total compensation shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

B. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by Ms. Johnson in performing this Agreement, including but not limited to salary; meetings, consultations and presentations. Ms. Johnson shall be responsible for her travel expenses, and all similar expenses related to her performance of this Agreement and agrees that she is responsible for any taxes both arising from her status as an independent contractor and due as a result of payments under this contract, and her business licenses.

C. Payments to Ms. Johnson under this Agreement shall be made by the City on the basis of approved payment requisitions certified by Ms. Johnson setting forth the hours worked and the Services performed by Ms. Johnson during the preceding period. The City may, prior to making any payment under this Agreement, require Ms. Johnson to submit to it such additional information as it deems necessary.

D. The parties understand that the City is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended term. Notwithstanding any provisions herein to the contrary, the City may terminate this Agreement at the end of any fiscal period if a sufficient amount of appropriations or budgeted funds are not made available for this Agreement. Such termination may be effected by the City, giving thirty (30) days written notice prior to the effective date of such termination to Ms. Johnson that the necessary funding has been denied. Ms. Johnson shall not be required to perform any further services subsequent to the effective date of termination. In the event that Ms. Johnson and the City agree that Ms. Johnson should continue to perform services under this Agreement until the effective date of termination, the City shall be responsible for payment for all services rendered by Ms. Johnson in performing this Agreement through the date of such termination.

5. INSURANCE AND INDEMNIFICATION

A. Ms. Johnson agrees to obtain and maintain at her own cost and expense all appropriate insurance coverage and to make her insurance coverage primary as respects her activities hereunder.

B. Ms. Johnson shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including reasonable attorneys' fees, due in any way to her negligent, willful or wanton actions or omissions arising out of the Services to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other term or requirement of this Agreement, and shall not be limited by reason of any insurance coverage provided hereunder.

C. The City shall indemnify, defend and hold harmless Ms. Johnson, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including reasonable attorneys' fees, due in any way to the actions of the City, its officers, agents, servants and employees in furtherance of or related to the Walk Bridge Project.

6. CONFIDENTIAL INFORMATION

A. Each party hereby acknowledges that it may be exposed to confidential, proprietary, and/or secured information belonging to the other party or relating to its affairs, including but not limited to materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include (1) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

B. Covenant Not to Disclose. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall, to the extent permitted by law, keep in strictest confidence all information relating to this Agreement or which may be acquired in connection with or as a result of this Agreement and shall not use, commercialize or disclose the other Party's Confidential Information to any person or entity, except to its own employees who have a "need to know." Each party may disclose to other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

C. Upon the termination or expiration of this Agreement, Ms. Johnson shall deliver all records, data, information and other documents related to, obtained in connection with, or created or generated in the performance of the Services and all copies thereof, to the City and such shall remain the exclusive property of the City.

D. In any event of termination of this Agreement, all documents, records and reports prepared by Ms. Johnson in connection with its performance hereunder, shall, at the option of the

City, become the property of the City. This obligation shall survive the termination or expiration of this Agreement.

7. GENERAL PROVISIONS

A. The City may at any time, and for any reason, direct the discontinuance of the Services contemplated under this Agreement for a period of time by written notice specifying the discontinuation date, which shall not be less than five (5) days from the date on which such notice is given, and the period during which the Services shall be discontinued. The Services may be resumed on the dates specified in such direction if such dates are agreed upon by Ms. Johnson, or upon such other date as the City may thereafter specify in writing if such other date is agreed upon by Ms. Johnson. The period during which such Services shall have been discontinued shall be deemed added to the time for performance. Any discontinuance of Services under this paragraph shall not give rise to any claim against the City except that the City shall be responsible for payment of services rendered by Ms. Johnson in performance of this Agreement through the date that Services are discontinued.

B. Ms. Johnson warrants that there is no conflict of interest in Ms. Johnson's full-time employment, if any, or other consulting contracts, if any, with the activities to be performed hereunder on behalf of the City. Ms. Johnson shall advise the City in writing in the event that a conflict of interest arises at any time in the future. If applicable, Ms. Johnson certifies that the Services to be performed under this Agreement shall not result in a conflict of interest prohibited by any applicable laws, regulations, or in the reasonable opinion of the City based on its applicable code of Ethics.

C. Ms. Johnson shall not transfer or assign this Agreement or subcontract any portion of the Services to be performed hereunder without prior consent of the City, except as otherwise provided under this Agreement.

D. 1. The City may declare Ms. Johnson in default if it has reasonable grounds for believing that an event of default has occurred, which shall include but not be limited to any of the following:

(i) Ms. Johnson is unable to perform this Agreement fully in a professional and satisfactory manner within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(ii) A meritorious claim exists against Ms. Johnson or the City arising out of the negligent, willful or wanton acts, errors or omissions of Ms. Johnson, its agents, servants or employees, or Ms. Johnson's breach of any provision of this Agreement;

(iii) Ms. Johnson fails to comply with the recommendations of the City as to the conduct of her activities and performance of this Services hereunder.

2. Election of Remedies. If any Event of Default hereunder occurs or continues to occur, the City may elect to pursue any one or more of the following remedies, in any combination or sequence as it deems appropriate or necessary:

(i) withholding or reducing any payment obligations hereunder until the matter is resolved or default remedied to the City's reasonable satisfaction;

(ii) requiring Ms. Johnson to correct or cure such default to the satisfaction of the City within a definite period of time;

(iii) termination of this Agreement for cause;

(iv) pursuing any other available legal or equitable remedy.

E. Ms. Johnson shall not assert any claim arising out of any act of omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City

F. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk.

F. Ms. Johnson shall remain responsible, and shall indemnify and hold harmless the City, from and against all responsibility and/or liability for the withholding and payment of all federal, state and/or local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance truces, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted. Ms. Johnson acknowledges and represents that she retains wide discretion in the time, manner and details of her performance of the Services hereunder, is not under the City's direct supervision or control of her Services, has the skills and tools to perform the Services and holds herself out generally as an independent agent.

G. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the State of Connecticut, Judicial District of Stamford/Norwalk.

H. Ms. Johnson shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

I. During the performance of this Agreement, Ms. Johnson agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

J. This Agreement and any Exhibits to this Agreement referenced herein, incorporate all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

K. The City and Ms. Johnson each bind itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. Except as otherwise provided under this Agreement, Ms. Johnson shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Ms. Johnson may assign or transfer any interest in this Agreement to a limited liability company, corporation, partnership, or other limited liability entity, of which she is an owner, without the approval of the City upon giving no less than Thirty (30) days prior written notice to the City and with the City's prior approval, which approval shall not be unreasonably withheld.

L. The products of the Services performed under this Agreement, including all materials prepared or document or information compiled hereunder, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the City. This shall include all partially completed Services, documents, memoranda, or other materials and reports in the event that the Agreement is terminated or Ms. Johnson is unable or unwilling to complete them for any reason, but shall under no circumstances include any personal property of Ms. Johnson's utilized for the creation of the products of the Services performed under this Agreement.

M. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

N. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

O. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: Laoise King, Chief of Staff
Mayor's Office
City Hall, 125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to: Office of Corporation Counsel
City Hall, 125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

To Ms. Johnson: Ms. Susan Prosi Johnson
9 Stiles Street
Stratford, CT 06614

P. Ms. Johnson represents to the City as follows:

(i) that she is a legally capable of performing this Agreement and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

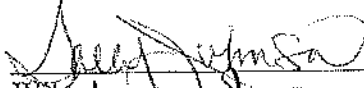
(ii) that she has the requisite skill, expertise, judgment, knowledge, experience and financial resources to perform this Agreement as required under its terms and that she is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect her ability to perform her duties under this Agreement;

(iii) that she has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume and fulfill the responsibilities and obligations created hereunder; and

(iv) that this Agreement is duly executed and delivered by Ms. Johnson hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

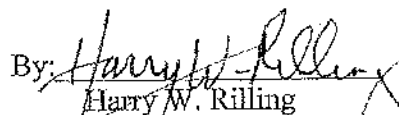
Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:


Witness

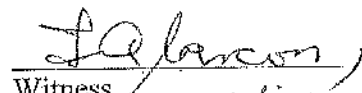
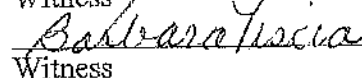
Witness

CITY OF NORWALK

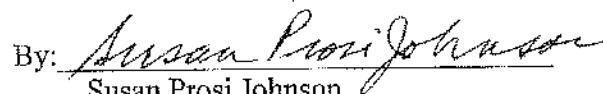
By: 
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: 5/14/18

Signed and Delivered
in the Presence of:

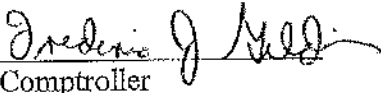

Witness

Witness

MS. JOHNSON

By: 
Susan Prosi Johnson
Duly Authorized

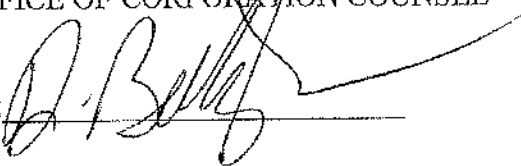
Date signed: 5-7-2018

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: 
Comptroller

Date: 5-8-2018

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 

INSURANCE RIDER

Ms. Johnson shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under Ms. Johnson's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations Ms. Johnson performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand (\$500,000) policy limit coverage for disease. Ms. Johnson is exempt in the event that she has no employees.

Commercial General Liability: With respect to all operations Ms. Johnson performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Errors and Omissions/Professional Liability: With respect to any damage or other loss caused by an actual or alleged breach of duty, error, omission or any negligent or wrongful act of Ms. Johnson or any subcontractor or sub Ms. Johnson in connection with any professional services performed under this Agreement Ms. Johnson shall carry One Million Dollars (\$1,000,000) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Ms. Johnson shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Ms. Johnson

shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: Ms. Johnson's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: Ms. Johnson shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that Ms. Johnson shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, Ms. Johnson agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Ms. Johnson.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of Ms. Johnson to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, Ms. Johnson is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change Ms. Johnson shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to Ms. Johnson's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, Ms. Johnson and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to Ms. Johnson's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, Ms. Johnson shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to Ms. Johnson's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Susan Prosi Johnson
9 Stiles Street □ Stratford, CT 06614
(203) 258-0161 □ spj0161@yahoo.com

November 30, 2017

Ms. Laoise King
Chief of Staff
City of Norwalk
125 East Avenue
Norwalk CT 06856

Subject: Consultant Services for Walk Bridge Program Management

Dear Ms. King,

It was a pleasure to meet with you, Mr. Bruce Chimento and Ms. Lisa Burns to discuss the Walk Bridge program and the City's need for program coordination, communication and advocacy. The objectives are to advance City positions and needs, ensure outreach and consideration of the diverse stakeholders in Norwalk, minimize and mitigate to the maximum extent possible to impacts of Walk bridge projects during and after construction. The complexity of the \$1B Walk bridge program with its construction of five rail bridges over city roads, the Walk bridge, the Danbury dockyard, and the CP243 interlocking is characterized by the CT Department of Transportation (CTDOT) Commissioner as the most complicated construction program in the state. The importance of the Walk Bridge to the northeast rail corridor for Metro-North, Amtrak and freight service cannot be understated. The impacts on Norwalk, the host city, cannot be understated. Walk Bridge program design requires major changes to the Maritime Museum including the I-Max, wharfs, parking, access and site disruption. Disruption to businesses and residents in SoNo and East Norwalk, the City's economy, environment and quality of life will be considerable. Minimizing the negative impacts of the program through construction phases and recovering from the impacts to continue Norwalk's attractiveness for businesses, tourism, and residents are all reasons I submit this proposal as you requested. My attached resume shows that I have extensive positive experience working with municipalities, CTDOT, regions and federal agencies. My project and grant management experience and public engagement, coordination and communication skills will provide the City with the enhanced capability to keep the City's public and private sector interests at the forefront and considered by the state and others who control the Walk Bridge program.

Based on the meeting we had and subsequent discussions, I offer a suggested scope of work as the Norwalk Walk Bridge Program Manager which would report to the Mayor's Office. In this capacity the roles and responsibilities would include:

- The City's point of contact with various entities, stakeholders, and city staff
- Participate in Walk Bridge program meetings as required and follow up on action items
- Advocate for and promote City and stakeholder interests and needs on all facets of the Walk Bridge program
- Public engagement to identify and get input from diverse stakeholders, transmit interest and needs to appropriate entities to resolve problems, and a timely interactive and effective communication program
- With respect to the business community, ensure effective outreach to the business community and coordination with CTDOT and its Business Outreach program with the purpose of to advocating for business and municipal interests as well as monitoring of the mitigation program and implementation of corrective actions as needed
- Coordinate the Mayor's Design Advisory Committee and its interactions with CTDOT
- Support City engineering with right-of-way (ROW) utility and other issues as needed, such as Eversource 115 kV tower relocation the CT Siting Council



4

- Monitor compliance with the Walk Bridge Environmental Assessment/Section 4(f) Environmental Impact Evaluation and Finding of No Significant Impact (FONSI) dated July 2017, including permitting activities
- Monitor commitments and mitigation plans identified in Memoranda of Agreements (MOAs) and other documents
- Assist in development and advocacy of city priorities

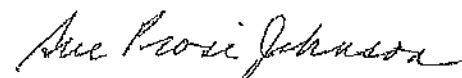
Initial work activities would focus on:

- Priorities established by the Mayor's office in cooperation with stakeholder groups
- CTDOT's draft tidal wetland strategy and mitigation plan in cooperation with Norwalk's environmental planner
- Catenary salvage
- Organizational structure and contacts for CTDOT and the Walk Bridge program, as well as business community contacts and best ways to communicate
- ROW issues and arrangements associated with the Walk Bridge such as the Maritime Museum
- Status of CTDOT's development of a transportation/traffic management plan for the program
- Monitoring of financial and other program commitments that impact Norwalk
- Other activities identified by the City

As discussed, the fee for consulting services would be \$100 per hour for an average of 20 hours per week. Travel expenses and other out of pocket expenses will be my responsibility. Deliverables and reports including a monthly summary report would be provided in the format established by the Mayor's office.

Thank you for consideration of this proposal. I look forward to working with you and others on this essential program.

Sincerely,


Sue Prosi Johnson

Enclosure: resume



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

MEMORANDUM

TO: Lisa Burns, P.E. - Principal Engineer

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

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

REF: Inspection and Evaluation of City-Owned Bridges 20 Feet or Less in Length
Project BR2018-2
Consultant Selection

DATE: November 20, 2018

As you are aware, the City of Norwalk received ten (10) Qualification Statement packages from engineering firms for the above referenced project. Following a review of the submissions, the City's Consultant Selection Panel consisting of you, Vanessa Valadares, P.E. and I shortlisted three (3) firms to provide a presentation of qualifications and specifics as to how they would approach this project. The Panel conducted the interviews on November 7, 2018. Based upon the results of those interviews, the panel has recommended that Freeman Companies be offered a contract for Professional Engineering Services for the Project. I have negotiated a scope of services with them in which they will be compensated for work performed based upon their hourly billable rates, for a sum not to exceed \$251,200.00.

Therefore, I would like to request that the following item be included on the agenda for the December 4, 2018 meeting of the Public Works Committee of the Common Council for approval.

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

Account No. 09 06 40210 5777 C0315
Account No. 09 09 40210 5777 C0315
Account No. 09 14 40210 5777 C0315

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

November 19, 2018

Mr. Paul Sotnik, PE
Senior Civil Engineer, Project Manager
Department of Public Works
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06856-5125

Reference: **Project:** **Inspection and Evaluation of City-Owned Bridges Under 20-feet or Less in Length**
Department of Public Works
City of Norwalk, Connecticut
Freeman Project No. 2018-0817

Sites: **Various Locations**
Norwalk, Connecticut

Dear Mr. Sotnik:

FREEMAN COMPANIES, LLC, referred to below as the “**Consultant**”, is pleased to submit this Proposal to the **City of Norwalk, Department of Public Works**, referred to below as the “**Client**” relative to the above-referenced Project. The Consultant will generally provide **Bridge Inspection and Structural Evaluation Services, Scour Analyses, Material Testing, Maintenance and Protection of Traffic Design Services, Inventory of Structures, Bridge Preservation, and Asset Management.**

ABOUT FREEMAN COMPANIES

Freeman Companies, LLC specializes in bridge/structure engineering and inspection, transportation and traffic/safety engineering, hydrologic and hydraulic engineering, construction engineering and inspection, contractor support services, geotechnical engineering, land surveying, environmental sciences, civil engineering, landscape architecture, hazardous building materials services, utilities engineering, and owner's representation for projects in the governmental, educational, commercial, industrial, institutional and infrastructure markets.

The firm is a certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE) and SAM-Active, Federal US SBA 8(a) professional consulting enterprise. Freeman Companies is a growing, Black American owned small business, driven by our promise to clients and owners to **Elevate Your Expectations**. This promise has led the company to retain nearly all of its clients through repeat business and to grow a robust roster of new clientele. An innovative “integrated design approach” offers multiple complementary and coordinated land development services through a single provider, enabling sustainable, high quality land development in the most cost-effective and time-responsive manner possible. This approach has resulted in the firm's steady growth in new revenue, markets, employees, and professional service capabilities since the firm's inception in 2009.

PROJECT DESCRIPTION

The project consists of the inspection and structure evaluation of twenty-seven (27) City-owned and maintained, non-NBIS (National Bridge Inspection Standards) bridges, are ≤ 20-feet in length and are located on various streets within the city of Norwalk, Connecticut. This project also includes preparation of Maintenance and Protection of Traffic (MPT) plans (where necessary), Material Testing services (where necessary), and Scour Analysis of the City-owned bridges (where necessary), Inventory of Structures, Bridge Preservation services (where necessary), and Asset Management assistance.

PROJECT UNDERSTANDING AND ASSUMPTIONS

The Consultant has prepared this Proposal based upon the following understanding of your needs and circumstances, which have affected the Scope of Services.

- The location of the project is located on various streets in Norwalk, Connecticut, which is referred to below as the “Sites”;
- The project consists of the visual and hands-on inspection and structural evaluation of twenty-seven (27) City-owned and maintained bridges that are ≤ 20 -feet in length;
- The Consultant’s services will generally consist of the inspection, documentation, condition assessment, and structural evaluation of existing conditions of the subject bridges. This includes compiling available historical record data such as record plans, historical repair and maintenance, reports of previous inspections, and load rating analysis of the subject bridges;
- The Consultant will prepare Bridge Inspection and Structural Evaluation Reports for the subject bridges, which would include recommendations for rehabilitation, reconstruction, repair and maintenance of the subject bridges;
- The Consultant will meet with the Client to discuss the City processes and to understand project expectations and other required services pertaining to and related to this project;
- The Client will provide project requirements to the Consultant prior to beginning work; and
- Additional geotechnical information such D-50 channel bed particle size analysis will be required to perform Scour Analysis of the bridges.

CLIENT RESPONSIBILITIES

The Client is responsible for providing the following information or other items to the Consultant. Delays in providing, or omissions in, such information or items will likely result in Additional Services. The Consultant may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Unless specifically stated in the Scope of Services set forth below, the Consultant will not independently verify such information and is not liable for any errors or omissions. The information and other items to be provided by the Client, or other consultants acting on behalf of the Client, are:

- Historical records of and other documents pertaining to the subject bridges such as as-built or record plans, records of flooding, pictures, prior inspection reports, historical rehabilitation and maintenance records that the Client might have pertaining to the subject bridges;
- Digital CADD files of Survey Map for the sites, if available;
- Police traffic protection, if needed and as necessary;
- Lawful access to the Sites (this will include necessary rights to gain access to the subject bridges). This also includes clearing bushes, vegetation or debris, and wildlife if and as needed to provide safe access to the Sites;

A. SCOPE OF SERVICES

The professional Services to be provided are more specifically described the Basic Services below. The Consultant will perform the following phases of Basic Services in relation to the subject Sites:

1. **Bridge Inspection and Structure Evaluation**
2. **Maintenance and Protection of Traffic**
3. **Material Testing**
4. **Preliminary Scour Analysis**
5. **Structure Inventory & Asset Management**
6. **Bridge Preservation**
7. **Hydrologic, Hydraulic & Scour Analyses and Scour Mitigation**

8. Topographic and Property Survey
9. Public Hearing / Public Information Meeting

INSPECTION AND CODING GUIDELINES, STANDARDS AND REFERENCES

The Consultant will perform the tasks described in the Basic Services below based on the following guidelines and standards:

- Connecticut Department of Transportation (CTDOT) Bridge Inspection Manual, 2001 Edition up to and including 2004 Revisions;
- Federal Highway Administration (FHWA) National Bridge Inspection Standards (NBIS) Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, 1995 Edition
- CTDOT Bridge Design Manual, 2003 Edition, up to and including 2011 Revisions
- CTDOT Highway Design Manual, 2003 Edition up to and including 2013 Revisions
- American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications, 8th Edition
- AASHTO Standard Specifications for Highway Bridges, 17th Edition
- AASHTO Manual of Bridge Evaluation (MBE), 3rd Edition
- Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition up to and including 2012 Revisions
- Hydraulic Engineering Circular (HEC) 18, Evaluating Scour at Bridges, 5th Edition

BASIC DESIGN SERVICES

The Consultant proposes to provide the Client with the following services in accordance with the Scope of Services, Hourly Billing Rates (Appendix B) and Statement of Terms and Conditions (Appendix C), which are made part of this Agreement. The specific tasks that the Consultant will perform as part of the Basic Services in relation of the Sites are as follows:

1. Bridge Inspection and Structure Evaluation.

- 1.1 Structure Inventory and Data Collection. The Consultant will search, collect, and compile available historical information pertaining and related to the subject bridges including but not limited to record plans, rehabilitation and reconstruction plans, previous inspection reports, load rating analysis, and historical repair and maintenance records. Some, if not all of these documents will be provided by the Client prior to the inspection.

In the event that the Client does not have this information in their possession, a condition assessment will be performed during the inspection to document the structure's existing features and configuration. The Consultant will include in the inspection report information and observations gathered during the field inspection.

- 1.2 Screening and Preliminary Assessment. The Consultant will review all available record documents that were gathered pertaining to the subject bridges and appurtenant structures and will perform an initial screening noting in particular deteriorations and deficiencies that were observed and noted in previous inspection reports.

The Consultant will perform pre-inspection visits to the Sites to determine and assess accessibility and access requirements (or identify impediments for a safe access) and traffic management requirements. The Consultant will report to the Client its observations and findings accordingly. The Consultant will perform a cursory visual investigation of the structure, and visually confirm and/or verify the existing condition of the bridge and appurtenant structures based on previously documented deteriorations and deficiencies as noted in previous inspection reports. The Client shall be responsible for ensuring safe access to areas of the structure where investigation and confirmation of existing conditions are required. The Consultant will also note visible deteriorations and deficiencies that may need detailed inspection and further structure evaluation.

1.3 Bridge Inspection, Condition Assessment, and Structure Evaluation.

Bridge Inspection Schedule. The Consultant will plan the inspection task in a timely manner and will factor into the schedule the potential for schedule delays such as inclement weather and/or high-water levels, tides and water velocities. Priority will be given to bridges that require traffic control / traffic management and/or police protection and bridges that would require vendor supplied equipment such as remote video inspection services. Although not anticipated, Freeman will develop detour plans approved by the City in the event a road closure is necessary to complete the bridge inspection.

Vendor Quotations (Direct Costs). If and where necessary, the Consultant will gather and solicit quotes from vendors for services such as, but not limited to:

- Traffic control devices;
- Access equipment;
- Water craft; and
- Remote video survey.

The Consultant will solicit proposals from at least three vendors for each ancillary service to ensure fair and competitive pricing. The need for these services will be identified and determined during the screening and preliminary assessment phase and the Consultant will gather these proposals at that time so that in the event that these services are deemed necessary, they are readily available without potentially delaying the scheduled inspection. The Consultant will communicate these needs to the City on a case-by-case basis.

Bridge Inspection. The Consultant will perform a visual and hands-on inspection of the subject bridges in accordance with the National Bridge Inspection Standards (NBIS) Recording and Coding Guide and the CTDOT Bridge Inspection Manual. This will consist of visual and hands-on inspection of the bridges to determine, assess, and record their current physical conditions and gather any information necessary to ascertain and evaluate the bridges' functional and structural efficiency including utilities that may pass through or over the bridges.

Exposed concrete surfaces will be tapped with a hammer to identify areas and limits of unsound or delaminated concrete. Concrete surfaces will be visually inspected for cracks and surface deficiencies, which will be noted in the inspection reports.

If at any time during the inspection process the Consultant observes any critical defect(s) or signs of structural distress that could be affecting the structural integrity of the subject bridge or the safety of the public that may pass over the bridge, the Client will be notified immediately. It shall be the Client's responsibility to ensure that the proper preventative measures and corrective actions are undertaken accordingly.

The field inspection and evaluation will include the following:

- Inspection and evaluation of Bridge Superstructure;
- Inspection and evaluation of Bridge Substructure;
- Evaluation of Bridge and Pedestrian Railings and Parapets;
- Evaluation of Approach Roadway and Embankment Protection;
- Inspection and evaluation of Approach Embankment within 100-feet of each structure for Scour and Erosion.

The Consultant will review and evaluate the observed deteriorations and deficiencies noted during the field inspection. The Consultant will evaluate the effects of the noted deterioration and determine how it impacts the structural stability and safe operation of the subject bridges.

1.4 Deliverables – Inspection Documentation and Bridge Inspection Reports. The Consultant will document its observations taken during the bridge inspection and will prepare a bridge inspection report for each bridge. The Consultant will evaluate the condition of each bridge based on documented field observations and summarize the findings in the report.

The Consultant will document its observations and findings during the visual inspection and will include its field notations in the inspection reports. The Consultant will fill out CTDOT Bridge Inspection BRI-18 and Structure Inventory BRI-19 Forms to record and document the observed conditions, deteriorations and deficiencies of each bridge. Photographs will be taken of the bridge to document visible deteriorations. The report will also include sketches with field notes and photographs taken during the field inspection.

A report narrative discussing the existing condition, observations and field findings will be prepared, which will be used as background information and will form the basis for the assignment of appropriate condition rating for the bridge's primary components. Previous inspection reports, whenever available, will be used as reference and benchmark in determining and evaluating the progress of observed deterioration.

The Consultant will include in the report a summary of the condition assessment and its findings on the bridge evaluations. The bridge evaluation will include brief description of recommendations for maintenance and rehabilitation that addresses observed deterioration and safety improvements on observed deficiencies noted during the field inspection.

The Consultant will submit draft reports to the Client for review. The Consultant will incorporate one (1) round of reasonable review comments and submit final Inspection and Structure Evaluation Reports to the Client accordingly.

- 1.5 Kick-off and Coordination Meetings. Upon award of the contract, the Consultant will schedule and conduct a kick-off meeting with the Client and the Client's project team. The purpose of this meeting is to discuss coordination and communication protocols between the Consultant and the Client's project team, to understand the Client's policies, procedures and processes, and to understand project expectations. The Consultant will conduct progress and coordination meetings to discuss the schedule and the progress of the project. The Consultant anticipates a total of three (3) meetings for this task.

1.6 Additional Services:

Load Rating Analysis. Where the observed deteriorations are deemed critical to the safe operation and service life of the structure, the Consultant may recommend that the City perform a structural evaluation and load rating analysis of the bridge while taking into consideration the structural effect and long-term impacts of these deterioration to the bridge's affected primary components. The load rating analysis would also determine the vehicle load restrictions or postings in the event that the bridge does not have sufficient capacity to carry the statutory legal loads that are mandated by the State. These load rating analyses can be performed and provided by the Consultant upon the direction of the City and can be provided as additional services.

2. **Maintenance and Protection of Traffic.** The Consultant will assess and determine the need for traffic protection and traffic management during the Screening and Preliminary Assessment phase. Maintenance and protection of traffic (MPT) will be supplemented with traffic control signs in conformance with the MUTCD and the City of Norwalk (City) standard traffic control patterns. Where required by City policies, police protection will be provided by and coordinated with the Client. Where required, the Consultant will retain the services of traffic management contractor to provide and install traffic control signs accordingly.

It is anticipated and assumed that the bridge inspection operation will not require temporary partial or full roadway closure. As authorized by the Client, the Consultant will design and prepare MPT plans for the Site. In addition, a detour plan will be prepared if temporary full roadway closure is required.

3. **Material Testing.** The Consultant will investigate, test, and evaluate material performance of bridge components based on the structural integrity and durability of the bridge component's material where necessary. An appropriate method of destructive or non-destructive testing / evaluation will be determined based on the need to determine the material's properties and based on observed deterioration. Results of the material testing and evaluation will be used in the structural evaluation of the bridge

component's structural and material integrity. This task may include taking core samples from the subject bridge's component in question.

The Consultant will retain the services of a material testing contractor to take core sample and perform the appropriate tests (i.e. petrographic, chloride content, and compression test for concrete) and analyze the sample material. The primary objective of the material testing is to determine the quality, strength, and material composition of the bridge component, which could impact its durability and its structural load carrying capacity. Material testing and analyses will determine and provide the following information:

- Determine the concrete's compressive strength;
- Determine any chemical and physical irregularities of the concrete material;
- Determine presence or evidence of chemical attack and determine if concrete was exposed to corrosive elements for some time;
- Identify reactive aggregates if any is present;
- Determine presence of alkali-aggressive reaction or sulfate attack;
- Determine presence of chloride, sulfate & alkali contents in concrete that could lead to corrosion of steel reinforcement.

Results of the material testing and investigation will be included in the Inspection and Structure Evaluation Report.

4. **Preliminary Scour Analyses.** At the Client's direction and where necessary, the Consultant will perform a preliminary scour analysis for the City-owned bridges that are identified as scour susceptible and bridges that were observed during field inspection to have scour and erosion of the approach embankment. The scope of work as identified below describes the general nature of the task required to perform a preliminary scour analysis.

The Consultant will obtain published record data for flow rates at each bridge and utilize these flows in combination with known geometric data and using engineering judgement for additional input parameters, a preliminary HEC-RAS hydraulic model will be developed. This model will be used to determine preliminary scour depths and provide the Client with an overall order of magnitude of the scour conditions.

5. **Structure Inventory and Asset Management.**

Structure Inventory. The Consultant will work with the Client in developing an Inventory of Structures that summarizes findings and observations gathered during the bridge inspection. The inventory of structures will be a database of City-owned bridges that would include but not be limited to the structure's age, size, location, type of structure, and safety features as well as condition ratings of the bridge components that were inspected. The inventory of structures would include a brief summary of structure deteriorations and deficiencies and would provide appraisal and condition assessment of the bridge's components as well as appraisal and assessment of the channel conditions. The inventory of structures would also include brief descriptions of recommended repairs and rehabilitation that addresses the deteriorations and deficiencies that would lead to the improvement of the bridge component's condition ratings.

Asset Management. The Consultant will assist the Client in organizing information from the Structure Inventory for its fiscal planning and for the appropriate allocation of funds for immediate and future Bridge Preservation (see Additional Alternate Services section below) projects.

The Consultant will provide assistance to the Client in the management of these assets by prioritizing the bridges through evaluation of the existing conditions and field observations taken during the inspection. The Consultant will also provide assistance in identifying sources of state and federal funding that could supplement the Client's funding for the recommended repairs and rehabilitation and would assist the Client in applying for these funding.

6. **Bridge Preservation.** As directed and authorized by the Client, the Consultant will assist the Client in developing its Bridge Preservation Program, which would include proposed maintenance and development of bridge repair and rehabilitation plans

that would address observed deterioration and deficiencies that would extend the service life of the bridge. This also includes proposed improvements for sub-standard traffic and pedestrian safety features.

The Consultant will prepare a Scope of Services that specifically identifies and describes engineering tasks specific to the subject structure and specific to the proposed repair, rehabilitation, and reconstruction including scour mitigation and scour countermeasures. Upon the Client's direction, the Consultant will provide engineering services for bridge preservation, rehabilitation and/or reconstruction of a bridge. This task includes all required phases of engineering and construction including but not limited to land survey, geotechnical engineering, hydraulic engineering, wetlands delineation, environmental and regulatory permit applications, roadway, traffic and bridge design, bidding phase services, construction administration and construction inspection.

- 7. Hydrologic, Hydraulic, & Scour Analyses and Scour Mitigation.** As directed and authorized by the Client, the Consultant will perform the following tasks in relation to the scour study for a subject bridge:

Hydrologic and Hydraulic Analysis. The Consultant will perform a site specific hydrologic and hydraulic analysis/study based on existing conditions. A modified hydrologic analysis will be required to determine the required storm event flow rates. Where available, the FEMA storm event flow rate will be utilized as a basis and will be verified using industry standards (e.g. USGS StreamStats) to develop the flow rates.

An existing hydraulic analysis will then be developed using Consultant developed hydrologic data. The model/analysis will be further developed from the preliminary scour analysis to reflect the existing site conditions of the subject bridge based on actual survey data of the stream cross sections up and downstream of the bridge and bridge opening geometry. The results of the hydraulic analysis model will be directly entered into calculating the estimated scour depths for the various storm events.

The hydrologic and hydraulic analyses developed for the subject structure, based on field verified information, will be for the sole purpose of determining scour susceptibility of the subject bridge.

Scour Analysis. A full scour analysis will be performed to determine and evaluate the subject structure's susceptibility to scour. The Consultant will take samples of the channel bed material and perform D-50 Particle Size Analysis, which will be used in the full scour analysis. The Consultant will use the latest version of HEC-18 to assess scour based on existing conditions. The Consultant will develop a Scour Analysis Report, which will summarize the hydrologic and hydraulic analyses, the estimated scour depth for various storm events and recommended scour mitigation / scour protection for the subject bridge. The recommendations for scour mitigation/protection will be prepared and submitted to the Client for review and approval.

Survey. The Consultant will perform land survey field work, and calculations to survey ten (10) hydraulic channel cross-sections, five (5) cross-sections upstream and five (5) cross-sections downstream of the subject bridge, will be surveyed.

Scour Mitigation Plan. The Consultant will prepare a scour mitigation plan and develop scour protection details in accordance and in conjunction with the results of the scour analysis.

Deliverables. The deliverable for this effort will include a Scour Analysis Report that will summarize the hydrologic and hydraulic analyses, the estimated scour depth for the various storm events and recommended scour mitigation / scour protection for the subject bridge. The Scour Analysis Report will be prepared and submitted to the Client for review and approval.

Scour mitigation and scour protection plans will be prepared and submitted to the Client for review and approval. The scour mitigation and scour protection plans will include construction details, water handling, and sequence of construction.

Note: Applications for environmental and other regulatory permits required for the scour mitigation is not included in this scope and is assumed to be performed by the Client.

8. Topographic and Property Survey. If and as directed and authorized by the Client, the Consultant will provide the following land surveying services in conjunction with and as required by work associated with the Bridge Preservation program and the Scour Analysis and Scour Mitigation:

8.1 Right of Way and Topographic Survey. The Consultant will perform research, field work, and calculations to prepare a right-of-way and topographic survey of the Site. The survey will be in accordance with the Regulations of Connecticut State Agencies and the "Standards for Surveys and Maps in the State of Connecticut" adopted by the Connecticut Association of Land Surveyors. The survey baseline, right of way lines, control, and existing conditions survey will conform to horizontal accuracy Class A-2 and topographic features will conform to topographic accuracy Class T-2. Off roadway property lines will be depicted to Class D. The survey will depict buildings, bridges, structures, roadways, curbing, sidewalks, walls, parking areas, signs, means of ingress/egress, contours, delineated wetlands, and easements of record. Contours will be depicted at one-foot intervals and supplemented with spot grades where applicable. Utilities will be compiled and plotted from available record information and visible surface evidence.

8.2 Wetlands Delineation. If and as required by the subject Bridge Preservation and/or Scour Mitigation work, the Consultant will have a Certified Soil Scientist evaluate and determine wetland limits according to Connecticut Department of Environmental Protection (State) and ACOE (Federal) requirements for use in the Inland Wetlands and ACOE permits.

Upon completion of the fieldwork, flagged and delineated limits of wetlands will be surveyed. A Draft Wetland Identification and Delineation Report will be prepared and submitted. This report will detail and document the intent, methods, and results of the field investigation, as well as quantify, by type, the amount of wetland communities on-site.

8.3 Hydraulic Cross Sections. If and as required by the subject Bridge Preservation and/or Scour Mitigation work, the Consultant will perform field work and calculations to survey a total of ten (10) hydraulic cross sections, five (5) cross sections upstream and five (5) cross sections downstream of the subject bridge, will be surveyed.

9. Public Hearing / Public Information Meeting. If and as directed by the Client, the Consultant will prepare for and attend a public hearing / public information meeting and will provide the following services associated with this task:

9.1 Coordination. The Consultant will assist the Client in the preparation of legal advertisements, press releases, etc. of the scheduled public hearing / public information meeting.

9.2 Presentation Documents. The Consultant will prepare colored renderings of the proposed construction work and other appropriate graphics for the presentation at the meeting.

9.3 Attend Public Hearing / Public Information Meeting. The Consultant will attend one (1) meeting and present the proposed construction work and other aspects of the project to the public. Appropriate personnel employed by the Consultant shall be present at the meeting to discuss the various project aspects (i.e., traffic control during construction, realignment issues, structural issues, etc.).

9.4 Address Public Comments. Following the public information meetings/public hearings, the Consultant will coordinate and collaborate with the Client in addressing comments and issues raised by the public.

SUPPLEMENTAL SERVICES

The following services are not included as part of this Agreement. These services, as well as other services not listed below, may be required based upon the conclusions derived from the performance of the proposed services. If required, these services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached Fee Schedule, or for a fee to be negotiated upon definition of the Scope of Services required:

- Bridge Load Rating Analysis;
- Easement Mapping;

- Field studies of threatened and endangered or special species, the presence of historic and archeological resources, investigations of contaminated soils, cultural and natural resource services, environmental services and other investigations required for regulatory permits;
- Traffic studies and analysis;
- Design and preparation of any Site Plan;
- Utility coordination;
- Subsurface utility engineering to locate underground utilities;
- Services not specifically listed in the Scope of Services;

SCHEDULE

At the request of the Client, the Consultant will begin performance of the above services on the date when written authorization is received. Work will proceed at a schedule that is mutually agreed upon by the Consultant and Client. The schedule will be subject to the timely delivery of information promised by the Client, and is exclusive of Client, Project Team and Local/State/Federal agency review of interim projects and submittals. Scheduled fieldwork is based upon the entire Project site being accessible and that weather, and site conditions, will allow the Consultant and/or Sub-consultant personnel to perform the required work within a reasonable time. Therefore, during the winter months (November 1st to April 1st), and/or during other extreme weather conditions, the Consultant reserves the right to delay, suspend, or postpone any field procedure that may adversely affect the mapping detail/field observations, or if said conditions exhibit an unsafe working environment.

C. COMPENSATION

The Consultant will provide the Proposed Services based on the menu of services listed below and described in the Scope of Services. The Client retains the right to choose or reject any combination of items from the service menu. The Consultant will provide each Phase below for the itemized Estimated or Fixed Fee set forth below. Fees will be billed monthly on the basis of percentage completion. Payment is due within 30 (thirty) days of invoice date.

C-1. Fees for Proposed Services

<u>Item</u>	<u>Basic Design Services</u>	<u>Labor</u>	<u>Expenses</u>
1	Bridge Inspection and Structure Evaluation ^{1, 2, 8}	\$ 43,600	\$ 20,000 ⁸
2	Maintenance & Protection of Traffic ^{1, 3}	\$ 10,000	\$ 5,000 ³
3	Material Testing ⁴	\$ 3,000	\$ 12,000 ⁴
4	Preliminary Scour Analysis ^{1, 5}	\$ 20,000	\$ 800
5	Structure Inventory & Asset Management ⁷	\$ 10,400	\$ 500
6	Bridge Preservation ^{1, 6} (<i>per bridge</i>)	\$ 50,000	\$ 1,500
7	Hydrologic, Hydraulic & Scour Study and Scour Mitigation ^{1, 6} (<i>per bridge</i>)	\$ 50,000	\$ 1,500
8	Topographic and Property Surveys ⁹	\$ 15,400	\$ 3,000
9	Public Hearing / Public Information Meeting ^{1, 10}	\$ 4,000	\$ 500
Sub-Total		\$ 206,400	\$ 44,800
Grand Total		\$ 251,200	

Notes:

1. Fee is Hourly-Not-to-Exceed and Expenses are estimated.
2. Estimated fee is based on an inspection of twenty-seven (27) City-owned Bridges.
3. Applies only if determined to be required during bridge inspection operation. Expenses are estimated and includes vendor supplied traffic control devices. Applies to twenty-seven (27) bridges.
4. Fee is a budget and applies only if and when required for structural evaluation. Expenses assumes six (6) bridges requiring material testing.
5. Fee is a budget estimated based on eight (8) bridges. Fee may vary depending on available information required to perform the preliminary analysis.
6. Fee is a budget and required only if and as directed and authorized by the Client. Fee is estimated for one (1) bridge. A scope & fee specific to the subject bridge will be prepared accordingly.
7. Fixed Fee for twenty-seven (27) bridges.
8. Expenses are estimated, which includes mileage, remote video access & visual inspection (where necessary), and diver / subcontractor for underwater inspection (where necessary). Video remote access & visual inspection includes clearing of obstruction and cost of permit applications, fees, and police assistance / protection. Expenses assumes 10± bridges requiring remote video access.
9. Fee is a budget estimated for 2 bridges and required only if and as directed and authorized by the Client.
10. Fee is based on preparation and attendance of one (1) public hearing / public information meeting.

C-2. Reimbursable Expenses

All out-of-pocket expenses including routine copies and printing, first class postage, routine local and long distance telephone service, facsimile transmission and receipt, sub-consultants contracts, mileage, travel expenses, multi-set or large volume copying and printing, binding, overnight delivery service, postage, hosted third party conference calls and application fees and related expenses required for agency or Client submissions are reimbursable expenses. The Client will pay Reimbursable Expenses to the Consultant at cost plus ten percent (10%) for administration and overhead.

C-3. Hourly Billing Rates (See Appendix B)

C-4. Fee Protection

The Fee shall remain in effect for Services provided within six months of the date this Agreement was issued. Hourly Billing Rates shall remain in effect for work done during the calendar year. Consultant adjusts its Hourly Billing Rates on January 1, 2020.

D. TERMS AND CONDITIONS (See Appendix C)

Freeman Companies, LLC, welcomes the opportunity to provide these services and looks forward to working with you to bring the Project to a successful reality.

Sincerely,



Rohan A. Freeman, PE, LS
President

APPENDIX B: 2019 CITY OF NORWALK HOURLY RATES

ENGINEERING

• Principal Engineer	\$225
• Manager of Engineering	\$190
• Project Manager	\$190
• Bridge Inspection Team Leader	\$145
• Project Engineer	\$105 - \$145
• Staff Engineer	\$80 - \$100
• Bridge Inspector	\$85
• Senior CAD Drafter	\$75
• CAD Drafter	\$65
• Administrative Assistant	\$60

ENVIRONMENTAL AND HBMI SERVICES

• Manager of Environmental Services (LEP)	\$160
• Environmental Professional (LEP)	\$125 - \$140
• Environmental Professional	\$105 - \$115
• Staff Environmental Scientist	\$75 - \$95
• Administrative Assistant	\$60
• Hazardous Building Materials Manager	\$125
• Asbestos Consultant – Project Designer	\$95
• Asbestos Consultant – Management Planner	\$90
• Lead Risk Assessor	\$90
• PCB / Lead Inspector	\$90
• Asbestos Consultant – Site Inspector	\$90
• Asbestos Consultant – Project Monitor	\$75

LANDSCAPE ARCHITECTURE

• Manager of Landscape Architecture	\$175
• Project Manager	\$130 - \$160
• Project Landscape Architect	\$110 - \$125
• Staff Landscape Architect	\$100
• Administrative Assistant	\$60

CONSTRUCTION ENGINEERING & INSPECTION

• Resident Engineer	\$175
• Chief Inspector	\$140 - \$165
• Inspector	\$90 - \$125

LAND SURVEYING

• Survey Manager	\$150
• Licensed Land Surveyor	\$110
• Crew Chief	\$100
• Transit Person	\$75
• Rod Person/Technician	\$70
• 2-Person Field Survey Party	\$165 *
• 1-Person Field Survey Party	\$110 *
• 2-Person Field Survey Party (Union)	\$205
• 1-Person Field Survey Party (Union)	\$120
• CAD Drafter	\$80
• Administrative Assistant	\$60

EXPENSES

Direct expenses shall be billed at cost, plus 10% markup. Direct expenses include cost of transportation, delivery, printing, telecommunications, presentation graphics, project supplies, soil and water testing, subsurface exploration contractors, special consultants, and other costs directly applicable to the individual project.

Mileage – \$ 0.545 per Mile (2018 Rate); Copies - 0.50 Cents per SF

* The fee does not include contingency for reimbursable expenses, traffic police or easement drawings.

* Premium rates apply for overtime, night and weekend hours.

APPENDIX C: TERMS AND CONDITIONS

The terms and conditions set forth herein are incorporated, by reference, in the Proposal for Services. This Proposal contains clauses that limit Consultant's liability to Client and require Client to indemnify Consultant for some claims and damages. The Proposal should be reviewed carefully, and Client may choose to consult with an attorney. **Freeman Companies, LLC, ("Consultant")** and Client agrees as follows:

Section 1. Services:

- a. Consultant shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal (the "Site"), under the terms and conditions set forth herein. Consultant's Services will be performed on behalf of Client and solely for the exclusive use for the purposes set forth in the Proposal and for no other purpose. Client acknowledges that Consultant's Services will include decisions which are based upon limited data, professional judgment and time and budgetary constraints imposed by Client rather than upon scientific certainties. Client, in accepting Consultant's Proposal, acknowledges the inherent risks to Client and its property associated with the work described in the Proposal and with underground work in general. Consultant shall perform Services in accordance with generally accepted practices of like professionals undertaking similar services on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services.
- b. **Limitation of Services.** Client agrees that such Services shall be rendered without any other warranty, expressed or implied, and, subject to all other limitations herein contained. Consultant shall be responsible only for such injury, loss or damage as is caused by the sole negligence or willful misconduct of Consultant, its employees, agents or representatives.
- c. **Confidentiality of Services Rendered.** Consultant will not disclose information regarding the Proposal, Consultant Services or its Report, except 1) to Client, or 2) parties designated by Client. Information which is in the public domain or which is provided to the Consultant by third parties is excepted from the foregoing undertaking.

Section 2. Billing and Payment:

- a. Client will pay Consultant for Services performed in accordance with the rates and charges set forth in the Proposal. Invoices for Consultant's Services will be submitted on a periodic basis, or upon completion of Services, as specified in the proposal to client. All invoices will be due and payable on receipt. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If Client fails to pay any invoice in full within thirty (30) days after invoice date, Consultant may, at any time and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by Consultant to Client. Notwithstanding any termination of Services by Consultant for non-payment of invoices, or for reasons set forth in Section 9, Client shall pay Consultant in full for all Services rendered by Consultant to the date of termination of Services plus all interest, termination costs and expenses incurred by Consultant and related to such termination. Client shall be liable to reimburse Consultant for all costs and expenses of collection, including reasonable attorneys' fees. Consultant's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor precludes Consultant from the exercise under this instrument, or at law.
- b. If the above described Services are discontinued for any reason other than those described in 2(a), all Services performed to date shall be compensated at the rates set forth in the Fee Schedule of the Proposal for Services.

Section 3. Insurance: Consultant represents that its staff is protected by Worker's Compensation insurance within statutory limits and that Consultant has coverage under Public Liability and Property Damage insurance policies. Certificates for any such policies shall be provided to Client upon written request. In no event shall Consultant be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion beyond the amounts, limits, or conditions of such insurance. In addition, Consultant shall in no event be liable or responsible for any such loss, damage or liability excluded from coverage of insurance.

Section 4. Right and Entry: Client hereby grants to Consultant or represents and warrants (if the Site is not owned by Client) that permission has been duly granted for a Right of Entry from time to time, by Consultant, its agents, staff, consultants, and contractors

or subcontractors, upon the Site for purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test boring and other soil compilings, pursuant to the Scope of Services. Should Client not own the Site, Client warrants and represents by acceptance of the Proposal that it has authority and permission of Site Owner and any site occupant to grant Consultant this right of entry. Consultant may require evidence of such authority in a form reasonably satisfactory to Consultant.

Section 5. Subsurface Explorations:

- a. Normal Disturbance – Client acknowledges that the use of exploration equipment may affect, alter or damage the terrain, vegetation and buildings, structures, improvements and equipment at, in or upon the Site. Client accepts the fact that this is inherent to Consultant's work and will not hold Consultant liable or responsible for any such reasonable effect, alteration, or damage, and will defend the Consultant and indemnify it against damage claimed by any party on account thereof. The costs of restoration of the Site because of any such damage will not be calculated nor included in Consultant's fees.
- b. Subterranean Structures – Consultant will exercise a reasonable degree of care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Site. Consultant will contact public utilities and review available plans, if any, provided by public utilities and public agencies and plans and information about the Site provided by Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, telephone cables etc. or any other element or condition if not called to Consultant's attention prior to commencement of work or which is not shown, or accurately located, on any plans furnished to Consultant by Client or by any other party, public or private.

Section 6. Samples: Consultant will dispose of all soil, rock, water and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may upon written request arrange for storage of samples at one of Consultant's offices, at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

Section 7. Construction Services:

Design Without Construction Services. Client understands and agrees that if Consultant's services under this Agreement include engineering design and do not include Construction-Related Services, then Client:

1. Assumes all responsibility for interpretation of the construction Contract Documents.
2. Assumes all responsibility for construction observation and review.
3. Waives any claims against Consultant that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

In accordance with the scope of services under this Agreement, Consultant will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain construction is being performed, in accordance with the approved construction Contract Documents.

- A. Consultant cannot provide its opinion on the suitability of any part of work performed unless Consultant's personnel make measurements and observations of that part of the construction. By performing construction observation services, Consultant does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and all other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by Consultant of the various bidders and bid submissions, and to make recommendations to Client regarding the award of the construction Contract, Client agrees to hold harmless and indemnify

Consultant for all costs, expenses, damages, and attorneys' fees incurred by Consultant as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of, or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if Consultant is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, Client will be obligated to indemnify Consultant until any such final adjudication by a court of competent jurisdiction.

- a. Construction Site Safety – Consultant, by entering into this Contract with Client does not undertake any liability or responsibility for the development, supervision, or enforcement of any job or site safety requirements; nor for any failure of any contractor, subcontractor, or other third person or entity, present on the Site to comply with the Occupational Safety and Health Act of 1970 (Federal OSHA), or with any regulations or standards promulgated thereunder, or with any state, county, or municipal law, regulations, or ordinance of similar import or intent.
- b. Consultant will not be responsible for any contractor's or subcontractor's compliance with the provisions of any Contract nor for the observation of supervision of any contractor's or subcontractor's use of personnel, machinery, equipment, safety precautions or procedures.

Section 8. Documents: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of the Consultant as instruments of service. The Client may, at his expense, obtain record prints of drawings, in consideration which the Client will use them solely in connection with the above described project and not for the purpose of making subsequent extensions or enlargements thereto. Consultant will retain all pertinent documents for a period of three (3) years following the submission of Consultant's final report to Client.

Contract Documents:

1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. Consultant makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. Consultant may, at its sole discretion, add wording to this effect on electronic file submissions.
4. Client waives any and all claims against Consultant that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the Electronic Files. Client agrees to indemnify and hold harmless Consultant, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of Electronic Files.

Section 9. Unforeseen and Unanticipated Occurrences: If during performance of Services, any unforeseen conditions or occurrences are encountered which, in the judgment of Consultant, significantly affect or may affect the Services or the recommended scope of Services, Consultant will promptly notify Client thereof. Subsequent to that notification Client and Consultant agree to pursue one of the following options:

- a. The original scope of Services may be modified to the mutual satisfaction of the parties, and the estimate of charges, including budget estimates and fees, revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein;
- b. Consultant shall have the right to suspend its work immediately and terminate the work described in the Proposal, effective on the date specified by Consultant in writing. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Consultant not having reached a new, mutually satisfactory, revision of their agreement.

Section 10. Public Responsibility: Client acknowledges that the Client or the Site owner as the case may be, is now and shall remain in control of the Site for all purposes at all times. Consultant does not undertake to report to any Federal, State, county or local public agencies having jurisdiction over the subject matter any conditions existing at the Site from time to time which may present a potential

danger to public health, safety or the environment. Client, by acceptance of the Proposal, agrees that Client will timely notify each appropriate Federal, state, county and local public agency, as required by law, of the existence of any condition at the Site, which may present a potential danger to public health, safety or the environment.

Section 11. Limitation of Professional Liability:

- a. **Consultant Obligation for Successful Claim.** In recognition of the risks, rewards and benefits of the subject project available to the Client and the risks and total fee of the Consultant, the Consultant and the Client have agreed that the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses or claims expenses, including claims by Client against Consultant for indemnification and/or contribution due to third party claims against Client, arising out of this agreement from any cause or causes shall not exceed the aggregate sum of \$50,000 or Consultant's aggregate fee for Services rendered on the subject project, whichever is lesser. Such causes include but are not limited to Consultant's alleged breach of contract, breach of warranty, strict liability, or negligent acts, errors or omissions.
- b. **Consequential Damages.** Under no circumstances shall Consultant be liable to Client for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing however caused including Consultant's fault or negligence.
- c. **Client Obligation for Unsuccessful Claim.** In the event that Client makes a claim against Consultant, at law or otherwise for any alleged error, omission or act arising out of the performance of Consultant's Services, and Client fails to prove such claim upon final adjudication, then Client shall pay all costs incurred by Consultant in defending itself against the claim, including, without limitation, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts.

Section 12. Delays: In providing the referenced Services and absent any fault on the part of the Consultant, its employees or agents, the Consultant shall not be responsible for delays.

Section 13. Amendment of Agreement: This agreement may be amended only in writing signed by the Client and the Consultant.

Section 14. Choice of Laws/Jurisdiction: The agreement between Consultant and Client as set forth in the Proposal and in these Terms and Conditions shall be governed by and enforceable in accordance with the laws of the State of Connecticut. Any dispute resulting in legal action shall be adjudicated within the jurisdiction of the State of Connecticut.

Section 15. Severability: In the event that any provisions of this agreement shall be deemed invalid or unenforceable, the other provisions herein shall remain in force and effect and binding upon the parties hereto.

Section 16. Indemnification: The Client agrees to hold harmless and indemnify the Consultant from and against all claims, damages, awards and costs of defense arising out of delays in the Consultant performance resulting from events beyond the Consultant control. Whereas job-site safety conditions are the sole responsibility of the Contractor, the Client agrees to hold harmless and indemnify the Consultant from and against all claims, damages, awards and costs of defense arising out of claims relating to job-site safety.

Section 17. Termination: This agreement may be terminated by either party upon five (5) days written notice, by mutual consent, or in the event of persistent failures of performance of material terms and conditions of this agreement by the other party through no fault of the termination party. The Consultant shall then be paid for the services completed up to the time of the termination.

Section 18. Alternative Dispute Resolution: Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

August 2, 2018

The Honorable Harry Rilling
Mayor
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, Connecticut 06856-5125

Dear Mayor Rilling:

Subject: Inspection of Municipal Bridges Under 20 Feet in Length
State Project No. 170-3330

The Department of Transportation (Department) has completed field screening of municipally-owned bridges that are 20 feet or less in span length. No further inspections are planned and the field screening information for each bridge is enclosed. The reports are also available via the Department's ProjectWise database. Please contact Ms. Julie Annino by e-mail at Julie.Annino@ct.gov for log-in information. All structures that were screened were rated in two categories; "Satisfactory or Better" or "Fair or Worse". The following structures are rated in the Fair or Worse category, were inaccessible for screening due to requiring confined space entry procedures, or require divers to perform the inspection:

Bridge No. 102008, Park Street over Betts Pond Brook
Bridge No. 102009, Rowayton Avenue over Keelers Brook
Bridge No. 102013, West Cedar Street over Keelers Brook
Bridge No. 102014, Primrose Court over Keelers Brook
Bridge No. 102015, Grist Mill Road over Stream
Bridge No. 102016, Wall Street over Betts Pond Brook (downstream end is underground – requires confined space entry procedures)
Brookhill Lane over Woods Pond Brook
Wilson Avenue over Stream (mostly underwater - divers required for inspection)
Scribner Avenue over Keelers Brook
Bonnybrook Road over Holy Ghost Fathers Brook
Bonnybrook Trail over Holy Ghost Fathers Brook
Geneva Road over Stream
Comstock Hill Avenue over Hams Pond Brook

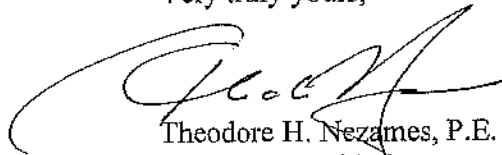
It is advised to retain the services of a qualified Consultant Engineering firm to fully inspect all of the structures. Any bridge issues detected during the inspections should be corrected and preservation activities through a regular routine maintenance program are encouraged.

Please see the FY 2017 Local Bridge Program Manual, which can be retrieved from the Local Bridge Program webpage at www.ct.gov/dot/localbridge for possible funding eligibility.

It is the Department's belief that serious bridge problems can be prevented or minimized by timely corrective action. The State process of inventory and inspection in no way relieves the Town of its responsibility for bridge maintenance in accordance with Section 13a-99 of the Connecticut General Statutes.

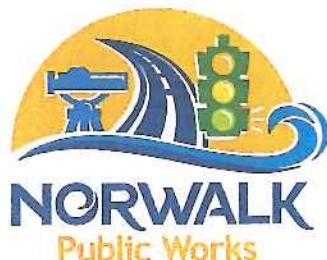
If you have any questions concerning these structures, please contact Mr. David Tassavor, of the Department's Bridge Safety and Evaluation section, at (860) 594-3170.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Theodore H. Nezames', is written over the typed name.

Theodore H. Nezames, P.E.
Manager of Bridges
Bureau of Engineering and Construction

Enclosures



CITY OF NORWALK
Paul L. Sotnik, P.E.

Senior Civil Engineer
psotnik@norwalkct.org

P: 203-854-7891 / F: 203-857-0143

Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Lisa Burns, P.E. - Principal Engineer

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

REF: Items To Be Included On December 4, 2018 Public Works Committee Agenda

DATE: November 29, 2018

I have three items that I am requesting to have included on the agenda for the December 4, 2018 Public Works Committee meeting. I have listed the three items below.

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

2.) APPROVAL/AUTHORIZATION

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

Avenue and 350 West Avenue. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for the January 2019 Public Works Committee Meeting (date to be determined and advertised) at 7:00 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

3.) REFERRAL

Refer the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue to the Planning Commission for a CGS 8-24 review.

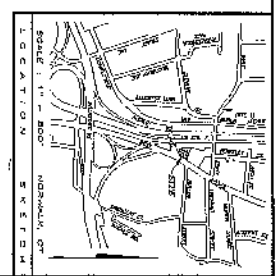
If you have any questions, please do not hesitate to contact me.

[illegible]

CONNECTICUT
AVENUE

WEST AVENUE

3. The survey data was prepared in accordance with Statistics Canada's *Inventory of the Municipality of Cumberland Shire Aggravated and Sex Offenders and Sex Offenders in the Shire of Cumberland* as provided by the Cumberland Correctional Centre, Salmon City, on 24 February 2009. The Survey Data Summary, *Salmon City, at Risk of Recidivism*, is a document in the National Inventory Catalogue at which is a frequently occurring in National Inventory Catalogue. It is intended to assist police in assessing the level of risk for offenders who are likely to be released from the City of Newmarket (formerly Shaws Street).



PROPERTY SURVEY
ABANDONMENT MAP
OF A PORTION OF
STEVENS STREET
NORWALK, CONNECTICUT

DATE: 05-06-2018
SCALE: 1" = 20'
TO THE HONOLULU AIR AND SPACE CENTER AND HONOLULU AIRPORT
DRAFT 10/11/2018
JRD/MS/LS/PA/EE

Ryan and Foulds
LAND SURVEYORS & ENGINEERS
1112 KALANIANAʻOHE AVENUE
SUITE 200
HONOLULU, HI 96813
TEL: (808) 521-1111
WWW.RYANANDFOULDS.COM

STANLEY R. PALMER MURPHY CEMENT CO. INC. NEW YORK 17, N.Y.	PH. (908) 760-3442	*monoford-60*
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MEMORANDUM

TO: Elisabeth O. Burns, P.E. – Principle Engineer
FROM: Wilber Giron, E.I.T. – Junior Engineer
CC: Drew Berndlmaier, P.E. -- Senior Civil Engineer
REF: Public Works Committee Agenda Item
DATE: November 30, 2018

I would like to request that the following items be included on the agenda for the December 4, 2018 Public Works Committee meeting:

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Vanasse Hangen Brustlin, Inc. (VHB) Contract to provide plant and field testing, coring, asset management resurvey, and administrative reporting for Project PM2018-1 Pavement Management Program, for a sum not to exceed \$60,000.00.

- a. Account No. 09 18 4021 5777 C0021

Relating to VHB's work:

The plant and field testing includes 4,775 tons and some additional coring to verify density penalties. The asset management resurvey covers 65 miles of roadway.

VHB's 2018 Remaining Fee Proposal shows a total of \$71,745 to cover services. Invoice #30 had a remaining contract balance of \$12,610.62 which would require an approval of \$59,134.38 by the Common Council.

2018 Remaining Fee Proposal

In response to your request for a remaining fee estimate, VHB will provide pavement inspection, plant and field quality assurance, infrastructure/asset management services for the remainder 2018 calendar year. The proposed fees will remain constant for the remaining term ending December 31, 2018. Fees (unless otherwise noted) include all overtime, holiday, travel time, mileage, testing, laboratory, equipment rental, postage, phone and miscellaneous direct expenses. For the remaining anticipated construction program, we offer the following fee estimate.

Task 1 - Roadway Quality Assurance:

- 1) Plant quality assurance testing.
Estimate is based on proposed PM 2018 remaining tonnage
Estimate - 4,775 tons x \$1.85/ton = \$ 8,833.75
Estimate - 0 tons x \$3.60*/ton (*days with under 200tons produced) = \$0
- 2) Pavement density determination by coring, per street (test strip of each pavement type, plus any streets that result in a penalty).
Estimate - 10 streets x \$1150.00/street = \$ 11,500.00
- 3) Field paving inspection and monitoring will be provided daily.
Estimate - 4,775 tons x \$1.95/ton = \$ 9,311.25
Estimate - 0 tons x \$3.85*/ton (*days with under 200 tons produced) = \$0

Task 2 - City Street Evaluations:

NONE

Task 3 - Infrastructure Asset Management/GIS Services:

- 1) Administration and Support of the Pavement Management System (PMS) - VHB will provide up to 40 hours of support to assist in the administration, management and maintenance of the City's PMS. These services will include data entry of construction and resurfacing information that will take place under the City's 2018 4R Program, data verification of current and previously entered pavement condition data, updates to the PMS system configuration, and making edits to pavement segmentation and GIS linework at the City's request.

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

Estimate - Administration = \$ 6,000.00
(Plus \$500 Direct Expenses) \$ 500.00

- 2) Partial Network Pavement Condition Data Resurvey - VHB will update 25% of the pavement surface condition ratings from the City's 266 miles using the RoadManager rating methodology by a visual walking/driving method. The distress survey will be conducted on those 65 miles of street segments having survey dates prior to 2015 or other requisite condition as requested by the City.
Resurvey Estimate - 65 miles x \$250/mile = \$ 16,250.00

- 3) Budgeting and Reporting - VHB will provide an executive summary report of findings including the current condition status, historic trends in pavement condition, budgeting scenario results and recommendations for the maintenance and rehabilitation of the City's pavement infrastructure.
Estimate - = \$ 6,250.00

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 the VHB 2015 Testing Services Schedule).
Estimate UPSET LIMIT - Consultation & Related Expert Services = \$ 13,100.00

Summary of Fees for the remainder of 2018:

2018 Calendar Year

Task 1 - Roadway Quality Assurance:	\$ 29,645.00
Task 2 - City Street Evaluations:	\$ 0.00
Task 3 - Infrastructure Asset Management Services:	\$ 29,000.00
Task 4 - Consultation and Related Expert Services:	<u>\$ 13,100.00</u>
Remaining 2018 Fee	<u>\$ 71,745.00</u>

23-0814-P007
November 21, 2018

Ms. Elisabeth Burns, P.E.
Principal Engineer
Department of Public Works
City of Norwalk
Public Works Department
125 East Avenue
Norwalk, Connecticut 06856

Re: **Mathews Park Water Service Replacement**

Dear Ms. Burns:

Tighe & Bond is pleased to present this proposal for engineering services for the Mathews Park Water Service Replacement.

Our understanding is that there are four existing structures in Mathews Park that are fed water from an existing 6" water service from Butler Street. The four buildings are the Lockwood Mathews Mansion, the Cultural Alliance building, the public rest room building and the Center for Contemporary Printmaking. The water consumption from these four buildings is less than was previously used on the site before the demolition of several city buildings and as a result the chlorine is decaying because of the long residence time and the possible presence of a biofilm coating the pipes.

This proposal is to provide a new fire protection service for Lockwood Mathews Mansion and a new water service from Butler Street to feed the four existing buildings in Mathews Park.

More specifically we are proposing the following Scope of Services.

Scope of Work

1. Document, Compilation and Review – Review available First District Water Department (FDWD) and City of Norwalk (City) reference materials for the water main replacement project including but not limited to water main plans, and water service connection cards, drainage plans and surveys.
2. Base Map Development – Tighe & Bond will develop a base map based on available surveys, record plans, GIS information, aerial images and LIDAR.
3. Site Visit – One of our engineers will visit the site to determine to review existing conditions and walk the existing and proposed water service routes.
4. We will review water usage of the four existing buildings in Mathews Park based on information to be supplied by FDWD and determine the appropriate size of the water service
5. Based on the water pressure in the main on Butler Street, to be provided by the FDWD, we will calculate available water pressure at Lockwood Mathews Mansion based on the proposed pipe size and routing.
6. We assume two new water meter pits will be required. One meter pit for the Lockwood Mathews Mansion and one meter pit for the Cultural Alliance building, the public rest room building and the Center for Contemporary Printmaking.

7. Prepare construction plans and technical specifications in accordance with First District Water Department (FDWC) and the City of Norwalk requirements.

We will submit the plans to the FDWD and the DPW for review and approval. The anticipated construction plans include the following drawings:

T1 Title Sheet

C1.1 Legend, General Notes, Standard Abbreviations

C2.1-C2.2 Water Main Layout Plan

C3.1-C3.2 Site Restoration Plan

C4.1-C4.2 Construction Details

8. We will attend meetings with the First District Water Department, and Norwalk DPW to review the completed design. We have assumed a maximum of two meetings to be held at Norwalk City Hall or the First District Water Department offices.
9. We will respond to comments from First District and the City of Norwalk and revise our plans accordingly. We assume two rounds of response to comments and document revisions.

Assumptions and Exclusions

In an effort to provide you with a reasonable budget for the desired services, we have prepared a detailed scope of services based upon our understanding of your needs. In this same regard, the following section describes those services that were not included in the development of our budgetary estimate. If these services are required, we will modify our proposal accordingly to meet your needs.

1. Permitting services are not included in this scope of work.
2. We assume that Norwalk Public Works Department will be responsible for developing "front end" specifications, Tighe & Bond will produce the technical specifications.
3. Material sampling and testing to determine the presence of hazardous materials is excluded.
4. The number of meetings is limited to the number specifically stated in this proposal.
5. Design of piping modifications required within the four existing buildings to accommodate connection of the existing domestic water service entrance to the new water service is excluded. Design of domestic cold or hot water distribution throughout existing buildings is excluded.
6. Fire protection service entrance or sprinkler system design services is excluded. Fire protection service size is assumed to be a 6" service base on Fire Protection Design Development plans for the Lockwood Mathews Mansion prepared by Altieri Sebor Wieber Consulting Engineers dated November 4, 2011. We assume the fire protection service will be terminated at a gate valve and plug within 10' of the building for future connection once the internal fire protection system is installed.
7. Testing Coordination for pipelines and compaction testing is excluded.

8. Fire flow testing costs and fees assumed by the First District Water Department or the City of Norwalk and are excluded.
9. Cost estimating services is excluded.
10. Production of O&M manuals or record drawings are excluded.
11. Bidding, Construction Administration, and Construction Observation services are excluded. These services could be provided by an additional Task Order if required.
12. All work not specifically identified in this proposal is excluded.

Fee

Tighe & Bond will perform these services for a lump sum fee of **\$15,500**, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

We greatly appreciate the opportunity to provide the City with this proposal and look forward to discussing our proposal in further detail if you see the need. Certainly, if you should have any questions, please contact either John Block at 203.712.1111, or myself at 203.712.1116 at your convenience.

Very truly yours,

TIGHE & BOND, INC.



Andrew P. White, P.E.
Project Manager



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

Acceptance:

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

Elisabeth Burns, P.E.

Date

J:\N\N0814 Norwalk LPP\007 Lockwood Mathews\Proposal\2018_11-19 Lockwood Mathews Proposal.Doc

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate ENGINEER for time spent preparing for and complying with an

agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

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

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the ENGINEER be retained to provide design services but not be retained to provide Construction Phase Services in connection with the Project:

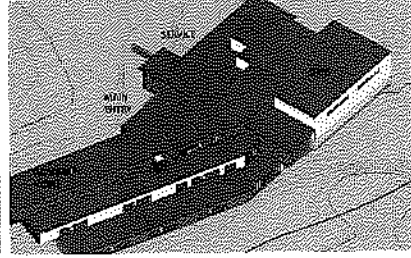
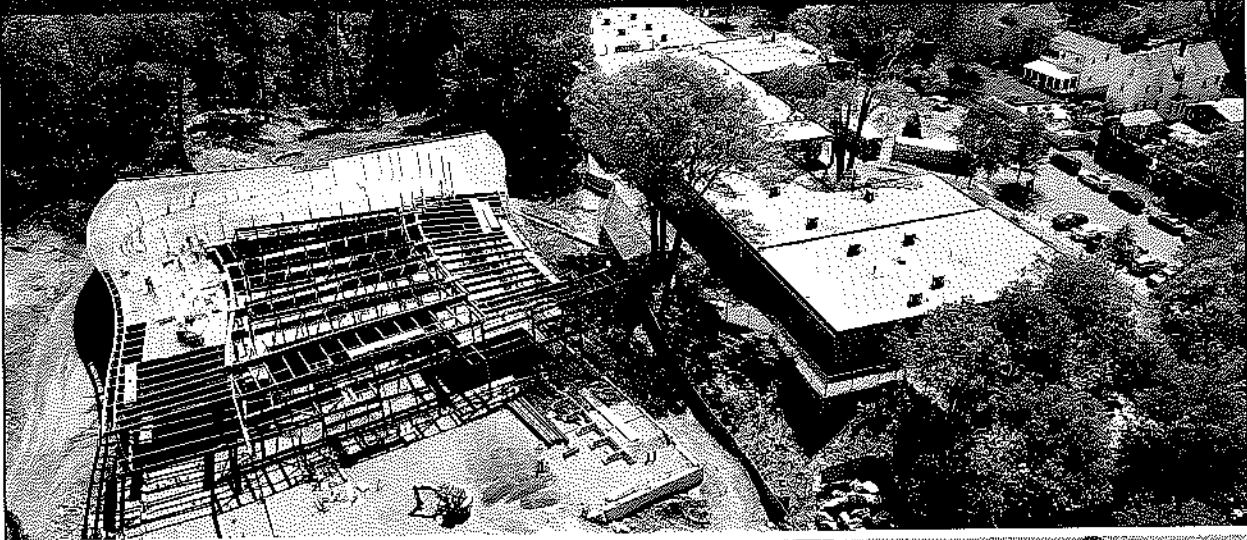
16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.



CONSTRUCTION SOLUTIONS GROUP

EXCELLENCE IN OWNER'S REPRESENTATION, PROGRAM MANAGEMENT AND CONSTRUCTION ADMINISTRATION



PROPOSAL

CITY OF NORWALK

Owner's Representative Services - Norwalk Maritime Aquarium

SUBMITTED BY

Construction Solutions Group, LLC
P.O. Box 271860
West Hartford, CT 06127

DATE

November 27, 2018



November 28, 2018

Ms. Lisa Burns
Principal Engineer
City of Norwalk - Department Public Works
125 East Avenue
Norwalk, CT 06851

RE: Proposal - Owner's Representative Services - Maritime Aquarium

Dear Ms. Burns:

Public construction projects, regardless of size, scope and complexity, need to be managed judiciously and in a fiscally responsible manner. As your designated Owner's Representative, it would be our utmost duty to ensure that the City of Norwalk's best interests are served throughout the course of this project – and that your budget, schedule and overall objectives and expectations are exceeded while administering the required work at Norwalk Maritime Aquarium.

Construction Solutions Group, LLC ("CSG") is a Connecticut-headquartered firm that focuses exclusively on delivering **excellence in owner's representation**. Unlike other firms that offer owner's representation as one in a list of many diverse service offerings, this type of work is **CSG's sole focus**. We specialize in providing design and construction oversight for State, local and federally funded projects. We are excited about the opportunity to expand our partnership with the City of Norwalk (City), as we are actively working in support of your \$170 million district-wide school construction program.

CSG brings a deep understanding of construction scheduling, budgeting, change order review, and safety. The majority of our team members come from the construction management industry where we gained invaluable experience managing large, multi-site, complex projects in the field. OPM work demands a different skill set and resume. CSG has the **firsthand construction experience** that our clients have come to rely on.

Our proposed Project Executive, Michael Small, is uniquely qualified to serve in this role overseeing a complex, multi-leveled project that involve multiple stakeholders. He will draw on related experience working in this capacity on the Learning Corridor project in Hartford, CT, which was similar in structure to the Walk Bridge/Maritime Aquarium project. Michael applied his skills as a facilitator and leader to garner consensus from Hartford Hospital, The Institute of Living, Trinity College and the City of Hartford – like yours, this project had a complex ownership structure.

Based on CSG's understanding of the issues at hand, our approach will be to gather information and identify gaps, meet with the key stakeholders including the State of Connecticut Department of Transportation (CT DOT), the Maritime Aquarium, and the City. In addition, we will meet with the Architect and Construction Manager (CM) to evaluate and recommend options for moving the project forward. We take a transparent, proactive, and results-driven approach to conflict resolution, keeping in mind the underlying objective of delivering a successful project.

Please contact me at (860) 306-7134 or by email at jimg@csgroup-llc.com with questions, requests for additional information, or further clarifications regarding this submittal. Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jim Giuliano", is written over a light blue horizontal line.

James P. Giuliano, President
Construction Solutions Group, LLC



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SECTION 1

Company Overview



CONSTRUCTION SOLUTIONS GROUP

COMPANY OVERVIEW



Innovation, not imitation.

Construction Solutions Group, LLC (CSG) was established to provide owner's representation, program management, construction administration and related consulting services.

CSG is a strategic collaboration of professionals providing a level of expertise garnered from their collective years in the construction industry that is incomparable to our competitors. CSG does not provide construction owner's project management services as an aside to other core services such as move management or commissioning – rather, owner's project management services is our core service. Our staff serve as an extension of yours – working with your best interests in mind throughout all phases of project planning, design and construction.

CSG is registered as a Small Business Enterprise (SBE) by the State of Connecticut Department of Administrative Services.

AREAS OF EXPERTISE

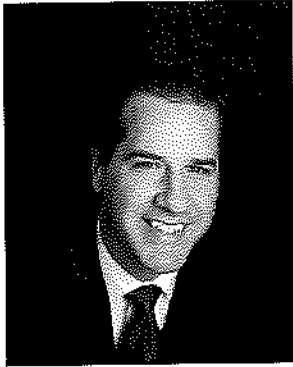
- Grant Applications
- Referendum Services
- Design Management
- Design & Construction Procurement
- Budget & Schedule Management
- Bidding Oversight
- Construction Administration
- Closeout Services



CONSTRUCTION SOLUTIONS GROUP

SECTION 2

Key Personnel



PRINCIPAL-IN-CHARGE

JAMES P. GIULIANO

Jim's experience in construction and thorough technical knowledge spans all major construction methods. He is known for working effectively with design and construction professionals. His complete understanding of practices and methods allows him to evaluate impacts to both budget and schedule while ensuring the highest value to the owner.

EDUCATION AND CERTIFICATIONS

B.S., Industrial Technology, Concentration in Construction Management, Central Connecticut State University · M.B.A., Concentration in Finance, Rensselaer Polytechnic Institute Hartford (in progress)
Massachusetts Certified Public Purchasing Official, MCPPO · Board Member, Montessori School of Greater Hartford

RELEVANT PROJECT EXPERIENCE

School Construction Program · Norwalk, CT
New Construction, Additions/Renovations, Code Upgrades · \$170,000,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Columbus Magnet School · Norwalk, CT
New Construction · \$42,000,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Ponus Ridge Magnet School · Norwalk, CT
Addition/Renovation · \$43,000,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

Enfield High School · Enfield, CT
Renovate as New · \$103,000,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC

The Learning Corridor · Hartford, CT
New Construction · \$100,000,000
Role: Project Manager
Firm of Record: Gilbane Building Company

West Haven High School · West Haven, CT
Renovate as New · \$125,000,000
Role: Principal-in-Charge
Firm of Record: Construction Solutions Group, LLC



PROJECT EXECUTIVE

MICHAEL SMALL

Michael brings deep knowledge of the construction industry to the CSG team, with a particular expertise in the management of complex, large scale programs involving multiple stakeholders. He has extensive experience in commercial, institutional and residential construction and firsthand experience owning a site improvement and concrete construction business.

EDUCATION

B.S., Civil Engineering, Brown University · MBA, Northeastern University

SELECTED PROJECT EXPERIENCE

The Learning Corridor · Hartford, CT

New Construction · \$100,000,000

Role: Project Executive

Firm of Record: Gilbane Building Company

Bell Atlantic/Verizon · Northeast Region ·

New Construction, Renovations · \$100,000,000 (annual budget)

Role: Project Executive,

Firm of Record: Gilbane Building Company

Brown University · Providence, RI

Developed and implemented schedule guaranteeing \$1 million of work in place weekly; negotiated and re-engineered over \$1 million off budget · \$10,000,000 lump sum budget/10 week schedule

Role: Senior Project Manager

Firm of Record: Gilbane Building Company

Metropolitan Life Office Building and Data Center · Albany, NY

Coordinated fast track, highly complex design, completed project on time and under budget ·

\$50,000,000 GMP

Role: Senior Project Manager, Gilbane Building Company

Fleet Bank · Various Locations in RI, MA

Projects included call centers, training centers, retail banks, office buildings

Role: Senior Project Manager, Gilbane Building Company

Provided Program Management and Construction Management services for various locations.

Naval Firefighters Training Academy

Three structures (classroom, training and waste treatment buildings; project savings of \$150,000 ·

\$11 million lump sum budget

Role: Project Engineer

Firm of Record: Gilbane Building Company

Man Roland Office and Manufacturing Facility

Completed project on time and under budget · \$45 million GMP

Role: Project Engineer

Firm of Record: Gilbane Building Company



ASSISTANT PROJECT MANAGER

MICHAEL FAENZA

Michael has over 10 years of experience in construction management experience. He has worked for many secondary education institutions, higher education institutions and municipalities. Most recently he has worked as a clerk of the works and owners project manager for municipalities and in secondary education. His diverse portfolio of projects completed for public and private clients, his understanding of construction and its principles, and his underlying commitment to quality and safety makes him a valuable asset for any project.

EDUCATION AND CERTIFICATIONS

B.S. Construction Management, Central Connecticut State University

SELECTED PROJECT EXPERIENCE

New London Magnet High School · New London, CT

New Construction · \$130,000,000

Firm of Record: Capital Region Education Council

Role: Assistant Project Manager

Regional School District #17 · Haddam and Killingworth, CT

Energy Conservation Projects · \$11,000,000

Firm of Record: Capital Region Education Council

Role: Assistant Project Manager

CREC Academy of Aerospace and Engineering · Windsor, CT

New Construction · \$67,000,000

Role: Assistant Project Manager

Firm of Record: Capitol Region Education Council

University of New Haven - Registrar's Office Renovation · New Haven, CT

Firm of Record: Milestone Construction Services, LLC

Role: Project Manager

University of New Haven - Bayer Hall Basement Office Construction · New Haven, CT

Firm of Record: Milestone Construction Services, LLC

Role: Project Manager

Police Facility · Ledyard, CT

New Construction · \$9,000,000

Firm of Record: Capital Region Education Council

Role: Clerk of the Works

Center for Emergency Services · North Stonington, CT

New Construction · \$6,360,000

Firm of Record: Capital Region Education Council

Role: Clerk of the Works

SECTION 3

Scope of Services



SCOPE OF SERVICES

Project Approach

CSG will be coordinating construction activities with the Maritime Aquarium to minimize the extent of adverse impacts to business operations/visitor experience and to balance these effort with overall cost and schedule. We recognize the underlying objective to maintain current revenue levels during construction. Furthermore, we understand the importance of coordinating the closure of the existing IMAX theater with the opening of the new 4D theater.

A project of this nature, at an institution that is invaluable to the City, will demand close attention to detail and communication throughout each step of the process. The CSG team is fully prepared to provide the required services to ensure the successful completion of this work, in accordance with the scope of services presented below.

Scope of Services

INITIAL REVIEW AND EVALUATION

- Review and verify the completeness of the program, project budget and project schedule, the management and business plan, the master critical path project schedule (CPM schedule). Review all project related reports and comment on the status of the Project, scope, schedule and budget.
- Investigate the risks identified by the previous program manager, including previous Owner's Representative costs (and total 'soft costs'). Investigate the risk mitigation strategy and decision tree to mitigate any and all existing and potential risks to the various stakeholders. Identify any new risks and associated potential impact to the project. Review the programming of the Project and each Individual Project to ensure adherence to the established schedule and budget.
- CSG is the City of Norwalk's representative and will collaborate with the Maritime Aquarium, Project architect, construction manager and the State of Connecticut Department of Transportation. In order to facilitate a complete and accurate review, all applicable information must be provided to CSG's representative.
- CSG will review and suggest updates, if necessary, to the master schedule for the Project and verify that the CPM schedule clearly shows each Individual Project, all tasks, deadlines and milestones, such as; programming, design, construction, commissioning and closeout. We will define any and all other tasks which are necessary to complete the project



SCOPE OF SERVICES

- Review all invoices and payments to date to the architect, engineers, consultants, attorneys, Construction Manager, contractors, vendors, etc., and provide recommendations for revisions.
- Assess the constructability review document and interview the construction manager with regard to the method in which the constructability review was performed.
- Review the value engineering document and interview the construction manager and architect with regard to the implementation of value engineering.
- Evaluate and compare trade contractor's bids to the bid packages, construction documents and schedule to determine if the bid documents were clear and determine if there is consistency among the bidding contractors.
- Evaluate the project schedules (CT DOT and Maritime Aquarium) in an effort to find opportunities to re-sequence work and reduce the budget
- Evaluate consultants adherence to contract requirements, was there a clear understanding between what was communicated and what was designed

IMPLEMENTATION OF RECOMMENDATIONS

- Review agreements and scope of work between all stakeholders (CT DOT, City, Maritime Aquarium, Architect, CM) and make recommendations regarding authority and responsibilities.
- Communicate with the stakeholders our observations and provide recommendations for implementation.
- Oversee the overall management of the implementation of the recommendations.
- Coordinate and manage any re-design if needed and review all drawings and specifications for completeness and accuracy.

MANAGEMENT OF CONSTRUCTION ACTIVITIES

- Assist with coordinating and managing pre-construction services, as applicable
- Assist with developing and managing individual Project specific risk management plans
- Coordinating all consulting activities including any remaining design activities, commissioning agents, environmental consultants and move management.



SCOPE OF SERVICES

- Assisting in the selection of Project consultants not already selected, including, but not limited to, development of RFQs, RFPs, analysis of proposals, managing the interview process and development of recommendations for selections.
- Review all invoices for payment submitted by the architect, engineers, consultants, Construction Manager, contractors, vendors, etc., and provide recommendations for revisions and/or payment.
- Conduct/attend meetings with stakeholders
- Provide all project administration services necessary to facilitate the orderly progress of each Individual Project. CSG will monitor construction activities and help facilitate communication with the Aquarium and the City of Norwalk.
- Review and comment on monthly reports, including financial, schedule updates and projections throughout the duration of the Project, and identify and manage all risks.
- Provide informational updates to the City of Norwalk and its Common Council and the Aquarium as needed.
- Assist the City with proposals to CT DOT and other government agencies regarding funding for Project components, evaluate record keeping procedures associated with Project funding, expenses and payments.
- Attend job meetings with architects, engineers, consultants and the construction manager to review current project progress and issues
- Attend scope review meetings. Review and evaluate recommendations for award of purchase orders and construction contracts
- Provide on-site staff, as necessary, to monitor construction. Review, evaluate and audit, as necessary each phase of construction to determine completion in accordance with objectives of cost, time and quality
- Review change orders for scope, legitimacy and pricing; return to CM for edits; recommend for approval.
- Oversee the management of the Punch-list, Owner's Manuals and Warranties turn-over to the City and Aquarium.
- Assist in the procurement and monitoring of FF&E installation and payment.



SECTION 4

Fee Proposal

CONSTRUCTION SOLUTIONS GROUP, LLC
Norwalk Maritime Aquarium

	2018												Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal											12	16	\$ 4,630.64
Project Manager											112	128	\$ 39,691.20
Grant Specialist													\$ -
Assistant PM											32	72	\$ 11,466.00
Estimator													\$ -
Financial Specialist													\$ -
Procurement specialist													\$ -
Administrative support													\$ -
													\$55,787.84

	2019												Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal	16	16											\$ 5,292.16
Project Manager	128	128											\$42,337.28
Grant Specialist													\$ -
Assistant PM	72	64											\$ 14,994.00
Estimator													\$ -
Financial Specialist													\$ -
Procurement specialist													\$ -
Administrative support													\$ -
													\$62,623.44

	2020												Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal													\$ -
Project Manager													\$ -
Grant Specialist													\$ -
Assistant PM													\$ -
Estimator													\$ -
Financial Specialist													\$ -
Procurement specialist													\$ -
Administrative support													\$ -
													\$ -

	2017	2018	2019	2020	2021
Principal	\$150.00	157.50	\$165.38	\$173.64	\$182.33
Project Manager	\$120.00	\$126.00	\$132.30	\$138.92	\$145.86
Grant Specialist	\$115.00	\$120.75	\$126.79	\$133.33	\$139.78
Assistant PM	\$100.00	\$105.00	\$110.25	\$115.76	\$121.55
Estimator	\$125.00	\$131.25	\$137.81	\$144.70	\$151.94
Financial Specialist	\$115.00	\$120.75	\$126.79	\$133.33	\$139.78
Procurement specialist	\$110.00	\$115.50	\$121.28	\$127.34	\$133.71
Administrative support	\$60.00	\$63.00	\$66.15	\$69.46	\$72.93

Exclusions:

Legal Fees
Specialty financial consultants
Postage/overnight delivery services
Drawing reproductions
Travel
Copies
On-site office w/ power heat, telephone & data, furniture
Office Supplies

Reimbursables:

Mileage
Postage/overnight services
Drawing reproductions
Parking
Travel
Copies
Legal Fees

Notes:

Once CSG is in receipt of requested information we anticipate the work to be done generally within a three month time frame working full-time. CSG will bill on an hourly rate basis (utilizing our previous competitively bid hourly rates) plus expenses. Please note, CSG believes this task may require more than one individual.

The budget for Phase 2 services will be developed after CT DOT/City/Maritime Aquarium reach a mutual agreement on the required scope of services. This proposal represents time anticipated over the course of the next three months to evaluate and develop a preliminary project execution plan.

CSG hereby provides our not to exceed estimate for one Principal and an Assistant Project Manager for the Initial Review and Evaluation phase only in the amount of \$125,688.00 plus reimbursable expenses of \$16,500.

Typical reimbursable expenses include mileage, office supplies, copies, printing, parking, legal fees, drawing reproductions, travel, postage and overnight delivery services.

Jessica Casey

1 Sever Street, Unit C, Plymouth, MA, 02360 • 617-899-2528 • jessicasey1@gmail.com

Experience

Chief Officer, Operations Policy and Oversight, Massachusetts Bay Transportation Authority, April 2018 to Present

Deputy Chief Operating Officer, Service Planning and Scheduling, Massachusetts Bay Transportation Authority, February 2017 to May 2018

- **Day-to-Day Operations and Project Management** > Manage a team of 30 full-time staff and 15 contract staff, with an operating budget of \$6.7M and capital budget of over \$50M, focused on bus and rail service delivery, bus and rail operational modernization, short- to mid-term transportation planning, temporary transportation delivery, and service expansion construction projects. Secured \$900K Barr Foundation Grant to advance bus network improvements.
- **Advise Senior Leadership** > Advise the Governor, Secretary of Transportation, General Manager and Deputy General Manager regularly on operations policy, contracts, protocol, programming, union negotiations, operational modernization, and service delivery updates.
- **Strategic Planning and Leadership** > Provide oversight and leadership to staff and stakeholders to ensure positive service delivery results. Revised and manage protocol and policies to standardize output. Implemented process change to streamline tasks and activities. Implemented KPI, metrics and regular reporting to measure and drive positive change. Adopted stretch goals for budgeting, timelines and service delivery changes to ensure forward momentum.
- **Community Engagement and Partnership Development** > Engage and advance initiatives with local, state and federal elected officials to improve bus and rail service delivery. Meet regularly with elected officials to ensure community and stakeholder support. Manage projects and initiatives, on behalf of operations, that are sensitive due to service delivery changes.
- **Presentations and Communications** > Present at least every five weeks to the Fiscal Management and Control Board in an open meeting format. Present at community meetings with up to 300 participants. Socialize MBTA initiatives through local news media outlets, like the Boston Neighborhood Network ([MBTA Expands Predawn Service](#) and [MBTA Planning Bus Service Fixes](#))
- **Union Negotiations** > Partner with Labor Relations to negotiate change management related to service delivery. Work closely with the union on business process and policy change management related to operational modernization.
- **Contract Management and Oversight** > Manage contracts and multiple vendors to work within budgetary constraints, meet timelines and produce quality deliverables. Contracts include but are not limited to software vendors and bus operators performing real time service delivery.

Economic Development Director, Plymouth Regional Economic Development Foundation, April 2015 to February 2017

- **Economic Development** > Developed and implemented multiple economic development initiatives for Town Meeting structure municipality of 57,725 people in collaboration with senior municipal management and multiple government jurisdictions.

- **Capital Investment** > Secured \$4.75M In State infrastructure funding within 16-months, leveraged a \$4M grant for a projected \$350M in private investment and the replacement of a 100-year old wharf.
- **Private Public Partnerships** > Led the multi-project North Plymouth Revitalization Strategy – more than \$400M in private investment, 60-acres, mixed-use and transit oriented site.
- **Strategic Planning and Coordination** > Collaborated with Federal and State delegates related to announced closure of the Entergy Pilgrim Nuclear Power Plant Station. Key issues: Plymouth's right of first refusal on 1,500 acres of Entergy owned land; land use and zoning efforts; reuse of site for power generation; legislative efforts related to spent fuel rod storage; and economic development compensation.
- **Community Engagement and Partnership Development** > Engaged and advanced initiatives with higher education, Chambers of Commerce, community cultural and heritage partners and quasi-public organizations. Facilitated partnerships and collaborative efforts amongst partners.
- **Communications** > Led all communications on behalf of the Foundation, including Public Access Cable Television recordings ([State Matters Episode 10](#) and [State Matters Episode 12](#)), presentations to the Board of Selectmen, published articles in local, regional and national news outlets (Boston Globe, Boston Magazine, Atlantic).

Associate Director, Project on Municipal Innovation Advisory Group (PMI-AG), Harvard Kennedy School of Government, February 2013 to March 2015

- **Day-to-Day Operations**> Management and oversight of the Project on Municipal Innovation Advisory Group (PMI-AG) program and staff. PMI-AG is a Living Cities funded program that works with 35 of the largest US cities to identify and advance best practices in economic development, transportation, financing, and other local government services. Managed communications, work plans, product delivery, budget proposals, expenditures, progress reports and all other communication on behalf of the program. Negotiated program extension language related to PMI-AG. Managed staff and students focused on research, writing and administration.
- **Presentations, Research, and Engagement** > Collaborated with funder, institutional academics, philanthropic partners, and national policy practitioners to curate best practices and cultivate relationships. Presented at three national conferences, with audiences of over 200, to highlight project findings and regulatory reform best practices. Published quarterly articles posted on Data-Smarts City Solutions. Assisted in curriculum development for Professor Stephen Goldsmith focused on innovation, leadership management, and the use of data in cities.
- **Strategic Planning and Coordination** > Established strategic work plans for local government best practices and enabled local adaptation. Coordinated policy discussions for national experts at the Harvard Kennedy School, including logistics for in-person events, technical assistance and resource opportunities for local government. The PMI-AG September 2014 convening had a 23% participation increase, for a 91% attendance rate.
- **Stakeholder Management** > Developed meaningful relationships with key stakeholders through open, consistent engagement and communication. Stakeholders included city governments and their executive leadership, county governments and their executive leadership, policy experts, Harvard Kennedy School and Business School faculty, National League of Cities, National Governors' Association.

Director of Policy Development and Implementation, Massachusetts' Executive Office of Housing and Economic Development, August 2011 to February 2013

- **Strategic Planning and Policy Coordination** > Led the development of major policy initiatives, working with over 300 municipalities and multiple state agencies. Secured federal technical assistance award for a two-day workshop with five national housing experts for 60 stakeholders led by the Governors' Institute for Community Design and four national housing experts to discuss housing related policy.
- **Collaboration and Stakeholder Management** > Led policy development on housing and economic development with various agencies and stakeholders, including the Department of Housing and Community Development, MassHousing, MassDevelopment, NAIOP, Urban Land Institute, MARPA, and the National Home Builders Association.
- **Research and Data Analysis** > Advised the Secretary of Housing and Economic Development on economic development and housing related policies, based on an analytical and data oriented approaches. Tools included Excel, Access, SPSS and Geographic Information Systems.
- **Presentations and Communications** > Led and advised communications with Governor Patrick's Office in preparation for policy announcements. Presented several times per week to various Massachusetts communities and stakeholders a wide range of policy initiatives.

Education

- Master in Science, Urban and Regional Policy, Northeastern University, Boston, MA, May 2012
- Bachelor of Arts, Geographic Analysis, Ryerson University, Toronto, ON, May 2003

Professional Affiliations and Community Advocacy

- LEAD Member, Massachusetts Bay Transportation Authority, Leadership Programming with six transit authorities in the USA and Canada – 2017 and 2018
- Appointee of the Massachusetts Senate President, Massachusetts Nuclear Decommissioning Citizens' Advisory Panel – 2017 to Present
- Advisory Member, Rappaport Institute for Great Boston, Harvard Kennedy School – 2016 to Present
- Board Member, South Eastern Economic Development Corporation – 2015 to 2017
- Trustee, Plymouth Affordable Housing Trust – 2015 to 2017
- President of the Community Alliance of Mission Hill, Boston, MA – 2012 to 2014

VII. E

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

DATE: NOVEMBER 30, 2018

RE: BEN FRANKLIN COMMUNITY CENTER – PHASE 1 – PARTIAL ROOFING REPLACEMENT PROJECT

On October 29, 2018 the City's Purchasing Department solicited bids for the Roof Replacement project (Phase One) for the Ben Franklin Center. The building was constructed in 1930 with 2 later additions, renovated extensively 1988. The roofs have reached their life expectancy. There are five roof sections and four of them need to be replaced, the main building's roof, lower gym roof (phase 1), gym roof, addition roof (phase 2), and the Crystal Theater's roof which is in satisfactory condition not necessary at this time (8 years out). Please see attached building plan.

The City received eleven (11) bids. The results are as follows:

FIRM	Phase One Bid
A-Preferred Construction, LLC	\$186,550.00
Young Developers, LLC	\$208,000.00
Quality Roofing Services, Inc	\$258,250.00
Shoreline Restoration LLC	\$234,800.00
Domack Restoration, LLC	\$295,000.00
Gold Seal Roofing & Sheetmetal, Inc	\$273,000.00
Barrett Inc.	\$247,800.00
Greenwood Industries, Inc	\$278,000.00
Bay Restoration, LLC	\$297,000.00
Aarmor-Tite Const. Corp.	\$414,700.00
United Roofing & Sheet Metal	\$418,300.00

Subsequent to bid opening, the Purchasing Department and the Office of Building Management conducted a project scope review meeting with the lowest responsible bidder, A-Preferred Construction and is hereby recommending the award.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with A-Preferred Construction, LLC for Phase I of the Ben Franklin Center Roof Replacement Project for a total not to exceed \$186,550.00. Funds are available from account #09197100 5777 C0295 and #09197100 5777 C0476
- b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$18,655.00

Phase I

Phase II

