

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

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

norwalkct.org/meetings



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



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

REVISED AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: July 27, 2021

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS: Peter Viteretto, Tree Advisory

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PLANNING COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to sign any and all documents necessary to extend the Agreement by and between the City of Norwalk, Norwalk Parking Authority, and Dornenburg Group, LLC d/b/a/ Dornenburg, Kallenbach Advertising dated December 10, 2020 for Marketing/Communication Services, Project No. 4029, for a period of 1 Year in an amount not to exceed \$100,000 payable under Norwalk Parking Authority.
2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Vanessa Hangen Brustlin, Inc. (VHB, Inc.) for the Rowayton Avenue Sidewalk concept and design for an amount not to exceed \$50,000.00. Accounts: 0921 3750 5777 C0774, 0922 3750 5777 C0774; Rowayton Ave Sidewalks
3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Vanessa Hangen Brustlin, Inc. (VHB, Inc.) for the Hunt Street / Witch Lane Sidewalk feasibility for an amount not to exceed \$27,000.00. Account No. 0921 3750 5777 C0775
4. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with Titan Enterprises, Inc. for Project TMP 2020-1 ADA Access and Sidewalk Replacement at Calf Pasture Beach for a sum not to exceed \$30,000.00.
5. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Stantec, Inc. for construction inspection services for State Project 102-350 Norwalk River Valley Trail – Phase 2 for an amount not to exceed \$20,000 (sole Source). Account No. 09 22 4037 5777 C0777

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to (1) convey to 3 Color LLC 11,443.3 sq. ft +/- of property as show and described on a certain survey map described as Map Showing Land of City of Norwalk To Be Acquired By 3 Color LLC, C/O Gino Mattera On West Cedar Street & Scribner Avenue Intersection, Norwalk, Connecticut” prepared by The City of Norwalk Department of Public Works dated July 3, 2018 (the “Map”); and (2) accept a conveyance of 728.9 sq. ft +/- of property from 3 Color LLC as and where described on said Map subject to the easements, restrictions, rights and obligations generally described in the Memorandum of Alan Lo dated July 29, 2021 for the purchase price of \$102,921.00

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreements with B & W Paving & Landscaping LLC. for the Kendall Elementary School Oil Tank Removal Project (State Proj. 103-0260 CV/OT), Nathan Hale Middle School Oil Tank Removal Project (State Proj. 103-0259 CV/OT), Silvermine Elementary School Oil Tank Replacement Project (State Proj. 103-0255 CV/OT), and Rowayton Elementary School Oil Tank Replacement Project (State Proj. 103-0257 CV/OT) for a total not exceed \$441,400. Funds are available in Acct. # 09215010 5777 C0789.
- 2b. Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$44,140. Funds are available in Acct. #09215010 5777 C0789.
- 3a. Authorize to increase the change order allowance with the AP/O&G's Construction Management Agreement for the Norwalk Maritime Aquarium Functional Replacement Project for a total not to exceed \$2,061,569.00 necessary for the construction of the Meerkat Exhibit. Funds are available from the State in the Maritime Aquarium Functional Replacement Project Acct. #09194031 5799 C0635. Any fund shortage or expenditures in excess of available funds from the State will be provided by the Maritime Aquarium.
- 3b. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Maritime Aquarium Functional Replacement assistance agreement between the City and the State of Connecticut, DOT to reflect the inclusion of the implementation of the Meerkat Exhibit and the adjustment of the completion date.
- 3c. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with Maritime Aquarium for the State Functional Replacement Project for the inclusion of the Meerkat Exhibit and reconfirm the Maritime Aquarium's responsibilities to compensate the City for all expenditures in excess of the State's Functional Replacement Funds.
- 3d. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with Construction Solutions Group for the management of the Maritime Aquarium Functional Replacement Project for an additional three months for a total not to exceed \$25,000. Funds are available from the State in the Maritime Aquarium Functional Replacement Project Acct. #09194031 5799 C0635.

C. PUBLIC WORKS COMMITTEE

1. Approve the increase of the Solid Waste Tip Fee from \$90/Ton to \$95/Ton set by the Department of Operations and Public Works Fee Schedule.

D. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

1. Re-authorize the Mayor, Harry W. Rilling, to execute a contract with Mid-Fairfield Child Guidance Center, Inc. in the amount of \$400,000.00 for continued in-home Mental Health and Family Support Services for Public School children under the Community Services Department for the Period July 1, 2021 to June 30, 2022.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

TREE ADVISORY

M/C

Norwalk Code 112-3B

PETER VITERETTO (R)

Term Expires – 07/01/2024

119 Comstock Hill Avenue

Norwalk, CT 06850

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**JULY 27, 2021
VIA TELECONFERENCE**

**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**

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Mayor Rilling called the meeting to order at 7:35 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Mayor Rilling called for a Moment of Silence in memory of Elizabeth 'Tish' Gibbs. He described her many accomplishments and contributions to the City of Norwalk as well as to the Norwalk/Nagarote Sister City Project. Mayor Rilling offered his condolences to her spouse, former Mayor Bill Collins.

I. ROLL CALL

Ms. King called the Roll.

At Roll Call the following Common Council members were present:

Council at Large:	Ms. Dominique Johnson	Mr. Nicholas Sacchinelli
	Mr. Manny Langella	Ms. Barbara Smyth

District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
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District B:	Ms. Darlene Young	Ms. Diana Revolus
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District C:	Mr. John Kydes
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District D:	Mr. Tom Keegan
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District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan
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At Roll Call twelve (12) Common Council members present and three (3) absent (Mr. Burnett; Mr. Theodoridis and Mr. Tsiranides). A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: July 13, 2021

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS PRESENTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

No members of the public wished to comment.

Ms. Lauricella submitted the following letter:

While I know that the Council Minutes are not verbatim, they are nonetheless a reflection of words spoken and letters written. In order to aid the public

City of Norwalk
Common Council
July 27, 2021
Page 2
Via Teleconference

understanding of the historic record, I ask that the Minutes of July 13th be clarified/corrected and added to the official record:

Please add the **bolded** words: "**City Hall Cupola**" after items 2a and 2b Land Use...and correct the typo related to this as "**bid**" not "bud"

Please add the **bolded** words: (last sentence) item D under Finance.... "She said she wanted to... be sure the **Efficiency Study** includes **energy and** waste management opportunities"

Draft July 13th Minutes: "Ms. Diane Lauricella asked that items 2a and 2b under Land Use and Building Management be sent back to committee for clarification. She said that she appreciated the hard work, but the original bud was half the amount being voted on tonight. She summarized a letter she submitted regarding spending an additional \$200,000. Ms. Lauricella spoke about item D under Finance and Claims Committee. She said she wanted to see the specs to be sure the study includes waste management opportunities".

Thank you in advance.
Sincerely

Diane Lauricella

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS: Anthony J. Trimboli, Oak Hills Park Authority

**** MR. ROBERTS MOVED TO APPROVE THE APPOINTMENT OF MR. ANTHONY TRIMBOLI TO THE OAK HILLS PARK AUTHORITY**

Mr. Roberts spoke in support of this appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling reported that the City is continuing its effort with Covid vaccine outreach. Covid vaccines will be administered at the beach on Sundays during the month of August. The CDC announced new guidelines on masks. He said he will review the guidelines with the Health Department.

Mayor Rilling announced that he will be presiding over the Norwalk Fire Department's promotional ceremony on July 28, 2021. Zoning regulations are in the process of being reviewed with the kickoff event scheduled on July 29, 2021. The Mayor's Saturday morning walks have resumed, and he invited people to join. Walk locations are announced on Facebook the walk.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Sacchinelli announced that Mr. Roberts would read this evening's Consent Calendar.

B. CONSENT CALENDAR:

**** MR. ROBERTS MOVED THE FOLLOWING CONSENT CALENDAR:**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. AMEND THE CODE OF NORWALK, CONNECTICUT, DEPARTMENT OF RECREATION AND PARKS, SECTION 1-10 PERMITS, 7B, WITH THE ADDITION OF "WEDDINGS AND CIVIL UNIONS DO NOT REQUIRE APPROVAL OF THE RECREATION AND PARKS COMMITTEE, UNLESS REQUIRED BY THE DIRECTOR."

B. HEALTH AND PUBLIC SAFETY COMMITTEE

1. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER ON BEHALF OF THE FIRE DEPARTMENT TO MILLENNIUM PRODUCTS INC (GSA VENDOR) FOR THE PURCHASE OF TWO (2) VARIABLE MESSAGE SIGNS (ITEM #WVTMM-L), MODEM PACKAGE/ GPS AND DELIVERY FOR A SUM NOT TO EXCEED \$34,567.02. ACCOUNT #01-3120-5262.

C. ORDINANCE COMMITTEE

1. APPROVE THE FOLLOWING REVISIONS/AMENDMENTS TO THE FOLLOWING CITY CODE SECTION:

• CHAPTER 37 (ENVIRONMENTAL HAZARDS), ARTICLE II (USE AND SALE OF POLYSTYRENE PRODUCTS), SECTION 37-10 (DEFINITION OF POLYSTYRENE FOOD SERVICE PRODUCT)

D. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

1. APPROVAL OF AND VOTE ON ADJUSTMENT TO THE ORDINANCE EMPLOYEE PAY PLAN SCHEDULE.

3. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE A CONTRACT AMENDMENT WITH THE BLUE TEAPOT LLC EXTENDING THE TERM OF THE LICENSE AGREEMENT FOR CAFÉ FOOD SERVICES AT THE LIBRARY THROUGH SEPTEMBER 6, 2023.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ACCEPT DEPARTMENT OF CHILDREN & FAMILIES (DCF) GRANT FUNDS IN THE AMOUNT OF \$55,033 AND AN ADDITIONAL \$12,891 IN ENHANCEMENT FUNDS TO SUPPORT THE OPERATION OF THE NORWALK YOUTH SERVICES DEPARTMENT AND IT'S PROGRAMS (RESTORATIVE JUSTICE, CARE COORDINATION, PEER CONNECTION), AS THE DESIGNATED YOUTH SERVICE BUREAU FOR THE CITY OF NORWALK. APPLICATION SUBMISSION DEADLINE IS SEPTEMBER 1, 2021. GRANT AWARD PERIOD IS JULY 1, 2021 THRU JUNE 30, 2023. AWARD AMOUNT IN THE 2023 FISCAL YEAR MAY BE ADJUSTED SLIGHTLY FROM THE 2022 FISCAL YEAR PER DCF FUNDING GUIDELINES.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS MS. YOUNG; MR. KYDES; MR. KEEGAN; MR. LIVINGSTON; MS. SHANAHAN)**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

Due to a potential conflict of interest Mr. Kydes recused himself from voting on the following item.

**** MS. REVOLUS MOVED TO APPROVE THE AUTHORIZATION FOR DISCUSSION: SETTLEMENT: KORNUK V. CITY OF NORWALK – CLAIM #A08143 EXECUTIVE SESSION**

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

C. ORDINANCE COMMITTEE

**** MS. SHANAHAN MOVED TO APPROVE THE FOLLOWING REVISIONS/AMENDMENTS TO THE FOLLOWING CITY CODE SECTION:**

• CHAPTER 38 (EXPLOSIVES), ARTICLE II (FIREWORKS AND FIRECRACKERS), SECTIONS 38-7, 38-7A, 38-8, 38-9, 38-10, 38-11, 38-12 AND 38-13

Ms. Shanahan reviewed the item. Mr. Kydes asked if there had been an issue. Ms. Shanahan said that Mr. Sawyer came to the Ordinance Committee with this issue. She added that there have been plenty of complaints. Ms. Revolus said she had brought this issue to the Common Council before. She added that fireworks that should not be here are here.

**** MOTION PASSED UNANIMOUSLY**

D. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

**** MS. SMYTH MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT AN AMERICAN RESCUE PLAN GRANT IN THE AMOUNT OF \$21,459 FOR THE BENEFIT OF THE NORWALK PUBLIC LIBRARY.**

Mr. Lamond Daniels acknowledged Ms. Harris' first time before the Common Council in her new role as the Executive Director of the Norwalk Public Library.

Ms. Harris reviewed the items she plans to purchase with the grant money, including PPE and chairs that are easy to clean, a POD and solar charging stations.

Ms. Young expressed her appreciation to Ms. Harris for her innovative, forward thinking. Mr. Keegan also expressed his appreciation to Ms. Harris and Mr. Daniels. Mr. Langella said that Ms. Harris is always forward thinking. He thanked Mr. Daniels for empowering Ms. Harris. Ms. Revolus said this brings the Library back to the culture of the community and it is a great thing. She told Ms. Harris that she had an innovative mind and a caring heart. Ms. Harris noted that it was a team effort. Mr. Heuvelman said this is another great example of the wonderful work Mr. Daniels' department is doing.

**** MOTION PASSED UNANIMOUSLY**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:03 p.m.

ATTEST: _____
Donna King, City Clerk



PETER FRANK VITERETTO PLA, ASLA, US/ICOMOS Resume

PROFESSIONAL EXPERIENCE

- **PRINCIPAL, PROJECT LANDSCAPE ARCHITECT**
Heritage Landscapes, Preservation Landscape Architects & Planners, Norwalk, CT (1993-present)
Principal-in-charge of Connecticut office. Project landscape architect for preservation plans and implementation, managing staff field reconnaissance, digital plans, report and presentation preparation and construction documents, specifications and construction administration for projects.
- **ASSOCIATE, LANDSCAPE ARCHITECT**
Balmori Associates, Inc., Landscape and Urban Design, New Haven, CT. (1990- 1993)
Manager of both office design staff and design projects. Staff leader managing project schedules, staff assignments, proposals and design fees. Managed projects addressing private residences and campus designs to large-scale corporate campuses and institutions.
- **ASSOCIATE, LANDSCAPE ARCHITECT,**
Pelli Clark Pelli (formerly Cesar Pelli & Associates), Architects, New Haven, CT. (1984- 1990)
Project designer/design team leader, projects addressing pre-schematic, schematic, design development, construction documents, administration and interface of landscape and architectural design.

SELECTED AWARDS & HONORS

- 2020-1993, 2019 ASLA Firm of the Year Award, Heritage Landscapes LLC
- 93 Professional Awards Planning & Implementation from the National Trust, ASLA national, Connecticut, Florida, Kentucky, Louisiana, New York, Rhode Island, Vermont chapters; Connecticut and Vermont Public Spaces;
- Pennsylvania and Virginia Historic Preservation; NYS Preservation League; Pittsburgh History and Landmarks, Midwest Construction, Garden Clubs of America
- 2019 CT ASLA George A. Yarwood Award for distinguished service to the profession, Recipient

SELECTED EXPERIENCE AS PROJECT LANDSCAPE ARCHITECT

Planning, Design and Implementation

Regional Parks, Parkways National Parks & Monuments

- National Mall Walks, Pre-Design Study, NPS NAMA and Denver Service Center, DHM team lead, 2020
- Gettysburg Improvements to the Little Round Top Visitor Use Area pre-design to Construction Documents, DHM team lead, 2020
- Planting Fields Cultural Landscape Report, 2019 Entry Implementation Projects estimate, 2020, for Planting Fields Foundation in collaboration with NYS Parks Planting Field Arboretum and Historic Site.
- South Parks, Chicago, Jackson and Washington Parks Framework Plans, Jackson Park Great Lakes and Fisheries Ecological Restoration, Olmsted Natural Areas Project, collaboration with Army Corps of Engineers, Chicago Park District, Project 120 Chicago/South Parks Alliance, Chicago, IL, 2014 to present
- Meridian Hill Park, NHL Washington DC; Phase V & VI, Lower Plaza ADA Access and Landscape Restoration Construction Documents, 2019, Phase V Design Development Lower Plaza 2018, III & IV High Wall, Landscape installation projects, lead Mills+Schnorrer Architects, for NPS Capitol Region and DSC, 2010- 2017;

Heritage Landscapes LLC

Preservation Planners & Landscape Architects

www.heritagelandscapes.com

501 Lake Road Charlotte, VT 05445 802.425.4330 34 Wall Street Norwalk, CT 06850 203.852.9966

Peter Frank Viteretto, PLA, ASLA, US/ICOMOS Resume ▪ Page 2

- Niagara Scenic Riverway –Robert Moses Parkway, Historic Olmsted-Vaux Riverway, Detailed Design Documents, Landscape and Parkway design in Olmsted style on brownfield river fill, construction documents, NYS Office of Parks, Recreation and Historic Preservation and NYS DOT, Mott MacDonald lead, Niagara Falls, NY, 2009 to 2019
- Pittsburgh Regional Parks, Multiple strategic planning, design and implementation project in the four regional and urban parks for the Pittsburgh Parks Conservancy with the Pittsburgh Dept. of Public Works, Pittsburgh, PA, 2001-2015
- Louisville Parkways Bicycle Trail Plan, adaption to Louisville Olmsted Parkways for contemporary use HNTB Gresham Smith, WRT Lead 2006.
- President Lincoln & Soldiers' Home National Monument, ARFH, Smith Visitor Education Center landscape LEED Gold, Lincoln Cottage Landscape Restoration, Lincoln Cottage Historic Landscape Report, for National Trust, RMJM Hillier lead, Washington, DC, 2004-2008
- National Mall Reconstruction of Turf & Soils, Phases 1-2-3, Walkway Study, lead HOK, National Mall Mapping, for Section 106 NEPA process, contract under Louis Berger; for National Park Service NAMA and DSC, Washington, DC, 2009-2012, construction completed 2016
- Jefferson Memorial Perimeter Security, for National Park Service, co-lead WRT and DHM Design, for NPS National Mall and Memorial Parks, Denver Service Center, Washington, DC, 2009-2012
- Renewing Druid Hill Park, A Comprehensive Plan and Phase 1 Implementation Conservatory & Gardens, Baltimore General Services and Recreation & Parks, MD 1994 2004

Modern Landscapes

- Mellon Square, Phased Restoration and New Design, Mellon Square Preservation Interpretation & Management Plan, inter-disciplinary team leader, for Pittsburgh Parks Conservancy, Pittsburgh, PA, 2008-2014, awards
- Louis I. Kahn Bath House & Day Camp Ewing Senior & Community Center Master Plan, Landscape Assessment, Phase 1 Bathhouse & Day Camp, Phase 2 Green & Parking, for Mercer County, lead Mills + Schnoering Architects, Ewing Township, NJ, 2007-2012
- Court Street, Modernist Landscape Preservation, Management & Interpretation Plant Phase 1, Court Street Association, Elm City Conservancy and City of New Haven 2009
- Washington National Airport, Landscape for the New Terminal, Washington DC, Balmori Associates, Inc., project manager for landscape of the new 350,000 SF facility and forecourt of the existing 1941 terminal building, 90 acer site.

Capitols, Civic & Academic Campuses

- AOC House Office Buildings Cultural Landscape Report, Cannon, Longworth, Rayburn, Ford & O'Neill Buildings, East and West Parks atop House Underground Garages, Streetscapes and Parking, For the Architect of the Capitol through AECOM Contract, Washington, DC, 2017
- AOC US Botanical Garden, National Garden Replace Walkways, 2020; preservation landscape architect for interdisciplinary team, AECOM lead for Architect of the Capitol
- Thomas Jefferson's Academical Village, World Heritage Site, Cultural Landscape Report, for Office of the Architect, University of Virginia, Charlottesville, VA, 2013
- West Virginia Capitol Complex Master Plan, Building 3 Landscape Implementation, for West Virginia General Services Division, co-lead Michael Baker Jr, Inc. and RMJM Hillier, Charleston, WV, 2009-2011
- St. Elizabeth's West Campus Cultural Landscape Report; Landscape Preservation and Management Plan, Washington, DC, for General Services Administration, Washington, DC, 2008-2010
- Virginia Capitol and Capitol Square Restoration and Renovation, for the Commonwealth of Virginia Department of General Services, lead RMJM Hillier, Richmond, VA, Oldfields Landscape Planning Project; 2003-2007
- Boyer Center for Molecular Medicine, Yale University, New Haven, CT, Pelli Clark Pelli, New Haven, CT 1988

Battlefields, Military Sites & Cemeteries

- Hillside Cemetery Historic Landscape Stewardship and Renewal Management Plan, Olmsted Bros. Design 1019-1965, Torrington CT, 2020
- St. John's Church Memorial Cemetery, Historic Landscape Management Guide, Laurel Bay, NY. 1918-1963, Olmsted Designed Landscape, The Memorial Cemetery of St. John's Church Cemetery Committee, 2018-current

Peter Frank Viteretto, PLA, ASLA, US/ICOMOS Resume ▪ Page 3

- Rehabilitate Little Round Top Visitor Use Area, Gettysburg National Military Park, PA, DHM Design, lead. Balance accessibility and visitor experience on this historically significant site, National Park Service, 2018
- Reimagine Alamo Master Plan, World Heritage Site, PDP Architects team lead, Heritage Landscapes, Preservation Landscapes Architects for historic core, for Texas General Land Office, 2016
- Valley Forge National Historical Park, Rehabilitate Support Facilities at Washington's Headquarters for Visitor Use, National Park Service, Valley Forge, PA 2006-2008

Historic Site, Museums and Estates

- Woodstock Festival Grounds, Bethel, NY, 1969 Aquarian Age Festival, Main Stage, Overlook & Bindy Bizaar implementation, Cultural Landscape Report, National Register The Museum at Bethel Wood, Bethel Woods Center for the Arts. 2017-2019
- Mill Hill Jail and Barn Site Accessible Alterations, Mill Hill Historical Park, Norwalk, CT, 2015-2019 Phase 1 and Phase 2, 2020-current
- Lyndhurst, Landscape Restoration & Site Improvements, Tarrytown, NY, Landscape Architects for site improvements and access, National Trust for Historic Preservation, 2018
- Morven Museum & Gardens Landscape Master Plan, Construction and Implementation Documents, Declaration of Independence Signers property, Interpretive Center, Parking and Garden Stockton Educational Center project, lead GWWO Architects, Landscape Master Plan, local and state approvals; projects for Morven, Landscape & Garden Committee, Princeton, NJ, 2009-2017
- Lilly House Landscape Restoration and Rehabilitation; Ravine Garden Reconstruction; Michigan Street Brick Wall Reconstruction, Oldfields Estate, Indianapolis Museum of Art, IN 1994-2002

PRESENTATIONS & WORKSHOPS

- Guest Lecture, Landscape Architecture: Land 4440 Planning Class, University of Connecticut, Envisioning Olmsted Renaissance Corridor, University of CT Landscape Architectural Program Storrs CT 2 October 2020
- Guest Lecture, Landscape Architecture: Theory II Design History Class, University of Connecticut, Landscape Architecture Program, Storrs CT, 28 February 2019 and 11 April 2019
- 29th Annual Conference on Urban and Community Forestry & 13th Annual Forest Forum "History and Culture- How do we Nurture Forests as Environmental Havens, Aqua Turf Club, Plantsville, CT, 7 Nov. 2017
- "Olmsted Parks in Transition: Respecting the Past, Planning for the Future" Lecturer, Program sponsors, CTASLA and National Association for Olmsted Parks (NAOP) the Lyceum, Hartford, CT 28-29 April 2017
- "Balancing Economic Development with Historic Preservation" Lecturer, Program sponsors, CTASLA & CCAPA, the Waverly Center Portland, CT 24 June 2016
- Jackson and Washington Park Framework Plans, with Patricia O'Donnell, Open House and Workshop, Washington Park Refectory, Chicago, IL, 8 November 2015.
- "Sustaining & Revitalizing Urban Heritage in the Urban Millennium through Effective Change Management" Zube Lecture Series, UMass LARP, Amherst, MA, 29 January 2015.
- Vizcaya Cultural Landscape Walking Tour, with Ian Simpkins, American Public Garden Association Historic Landscape Symposium: On the Ground: Putting Preservation into Practice, Vizcaya Museum & Gardens, Miami, Florida, 2011.

PROFESSIONAL LICENSE & MEMBERSHIPS

- 2019 CT ASLA George A. Yarwood Award Recipient
- Professional, Licensed Landscape Architect (PLA), Connecticut, License #565
- American Society of Landscape Architects, Member
- International Council on Monuments & Sites and US/ICOMOS, Member
- CT ASLA Representative, Merritt Parkway Advisory Committee
- City of Norwalk, Connecticut, Tree Advisory Committee Member
- Silvermine Neighborhood Association, Norwalk, CT, Board Member, Landscape Committee Chair

EDUCATION

- BACHELOR OF SCIENCE, LANDSCAPE DESIGN, University of Connecticut, Storrs, CT, 1982.

Heritage Landscapes LLC
Preservation Planners & Landscape Architects



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

100 Great Meadow Road
Suite 200
Wethersfield, CT 06109-2377

Client Authorization

☒ **New Contract:** **Date:** June 8, 2021
☐ **Amendment No.:** **Project No.:** 83613.21
Project Name: Sidewalk Feasibility – Hunt Street/Witch Lane

To:	Cost Estimate	
	Amendment	Contract Total
Jim Travers	Labor:	\$9,200
Director	Expenses:	<u>\$15,910</u>
Transportation, Mobility, and Parking		
City of Norwalk		
125 East Avenue	TOTAL:	\$25,110
Norwalk, CT 06851		

E-mail: jtravers@norwalkct.org

- ☐ Lump Sum ☐ Time & Expenses
☒ Lump Sum + Expenses
☐ Cost + Fixed Fee ☐ Labor Multiplier

Phone No: 203-854-7736

Estimated Date of Completion: TBD

Scope of Services:

Please refer to Attachment 'A'

Prepared By: Joseph Balskus

Department Approval:

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

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT 'A'

SCOPE OF SERVICES

Phase 1

The scope of services outlined in this contract consists of a review of the feasibility of providing sidewalks along Hunt Street and Witch Lane. The limits of the feasibility review are as follows:

- Hunt Street – Rowayton Avenue to Witch Lane
- Witch Lane – Hunt Street to Highland Avenue

Based upon Google maps, the total length is approximately 3100 linear feet.

The Hunt Street/Witch Lane roadway appears to be of nominal width of 20-24 feet throughout with a 30-34' wide Right of Way. These dimensions are indicative of the intense suburban residential development in this area of the City. Along the roadside are overhead utility poles and residential features such as stone walls, fences and vegetation that will need to be considered in any feasibility study.

CTDOT traffic counts from 2017 show a moderate volume of traffic, 4,000 ADT, along the Witch Lane section of the study area. With the narrow pavement, ROW and traffic volume along with the tree canopy along the roadway, a sidewalk along one side of the roadway can vastly improve the pedestrian safety and comfort for pedestrians. The study efforts will seek to understand the existing conditions and implications for considering a nominal 4-foot-wide bituminous concrete sidewalk along one side of the roadway. The review will include a recommendation of sidewalk location, crossings and changes to the residential frontages to accommodate the sidewalk as well as potential easements.

Given the narrow ROW along the study area, the City understands that achieving ADA compliant sidewalks and ramps and crossings may be difficult. VHB will identify where possible the potential for non-compliant sidewalk and ramps with the potential installation of sidewalks.

VHB will utilize the City of Norwalk's oncall surveyor to develop a project-wide survey plan to understand existing conditions for the initial feasibility efforts. The oncall surveyor's proposal is attached herein.

VHB will provide the following engineering services under this scope of work.

1.0 FIELD REVIEW/EXISTING CONDITIONS

VHB will obtain the survey from the oncall City surveyor and develop the base map of appropriate scale showing available features and City Right Of Way (ROW).

Based upon initial conversations with the City, the sidewalk is expected to be located along the northern side of the roadway, which will be confirmed or revised under these efforts.



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Using the mapping, VHB traffic engineers will conduct a walking review of the entire roadway section to review the field conditions and take measurements at critical locations for understanding the limitations for sidewalk placement. The review notes will be tallied on the base mapping for in office use and recording.

VHB will identify the critical cross section areas in the study area and locations of possible impact of a sidewalk on either side of the roadway.

VHB will also obtain the traffic count data from CTDOT and crash data from the UCONN Crash Repository Database.

VHB will also observe the average travel speeds along the roadway and restricted sight distances (if any). VHB will prepare an Existing Conditions memorandum with supporting base mapping identifying the opportunities for sidewalk placement and constraints such as Right of Way, surface features, sight lines, and roadway geometry.

2.0 CONCEPT DESIGN FEASIBILITY

- 2.1** Utilizing the Existing Conditions efforts from Task 1 above, VHB will prepare a Concept Design of the sidewalk layout along the entire section of the study area and identify the potential construction work required to provide the sidewalk. For example, relocating stone walls, fences and removal of trees will be noted. Relocating utility poles to fit a sidewalk may also be noted and crossings at major side streets.
- 2.2** The Concept Design plan will show the proposed sidewalk and feasibility of providing the sidewalk with a brief narrative of the sidewalk placement.
- 2.3** A construction cost opinion will be prepared to support the Concept Design Feasibility and included in the memorandum.
- 2.4** VHB will meet with the City to review the recommendations and incorporate comments.

Phase 2 (Not in Contract)

VHB will commence Phase 2 based on written approval from the client. It is understood that Phase 2 is contingent on the success of Phase 1 and Phase 2 may not be authorized.

3.0 FINAL DESIGN (90%) ENGINEERING DESIGN

Upon acceptance of the concept design feasibility efforts, VHB will initiate the final design.

- 3.1** Utilizing the Concept Plan shown in Attachment B and the Existing Conditions Plan developed in Task 1 above, VHB will develop preliminary (90%) design plans for the proposed improvements. The following plan sheets will be developed at the 90% design stage:
 - Title Sheet with General Notes and Typical Sections



- Existing Conditions Plan (survey plan 2 sheets)
- Construction Plan (2 Sheets)
- Miscellaneous Details

3.2 Prepare an opinion of probable construction cost. The construction cost estimate will be based on unit pricing information available from CTDOT and other recently bid projects.

3.3 Submit 90% design documents (report, plans, special provisions, estimate) to the City of Norwalk for review.

3.4 Transmit 90% Design plans to the utility companies having facilities located within the project limits. If necessary, arrange for and conduct a design utility meeting to be held with the utility companies to discuss potential conflicts (none are expected based upon the limited construction anticipated).

3.5 Meet with the City of Norwalk to review and resolve 90% Design comments.

4.0 100% DESIGN SUBMISSION

Incorporate comments from the 90% Design review and prepare 100% Plans, Specifications and Estimate. Drainage changes such as catch basin resetting and conversions as well as landscape design will be developed. The following plans are expected to be include:

4.1 Incorporate comments from the 90% Design review and prepare 100% Design Plans including:

- Title Sheet with General Notes and Typical Sections
- Existing Conditions Plan (survey plan)
- Construction Plan/Drainage/Landscape (2)
- Miscellaneous details (curbing/islands/drainage) (6)

4.2 Revise quantity estimate and update earlier opinion of probable cost.

4.3 Update special provisions and notices to contractor.

4.4 Submit the 100% plans, special provisions and opinion of probable cost to the City for review.

4.5 Meet with the City to review and resolve 100% Design comments.

CITY FURNISHED INFORMATION

It is understood that VHB will perform services under the sole direction of the client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, and other consultants, as required. The City will provide VHB the survey for this project. VHB will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services.

- Permissions to access the site.
- Copies of available maps, deeds, and surveys of the project area.



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SERVICES NOT INCLUDED

This scope of services is inclusive only to those tasks herein specified. Specific tasks and services not included in this scope of services at this time are (but not limited to):

- ROW Services - Title search, appraisals, conveyance documents, and attorneys (by City)
- Design Support During Construction
- Construction Administration and Inspection
- Environmental Services - Hazardous Materials (Tasks 110, 210 and 310)
- Wetlands delineation or location
- Drainage analysis/studies
- Archeological investigation, identification, observation, or reports
- Utility relocation/installation design
- Pavement design
- Public meeting/hearings
- Wetlands delineation
- Subsurface exploration surveys
- Placement of missing property corner monuments
- A-2 Property Surveys of abutting properties

Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the City's request, that contains the Scope of Services, Compensation, and Schedule to complete the additional services.



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FEE SUMMARY

VHB will perform the Scope of Services outlined above on a lump sum plus expenses basis. The lump sum fee for Labor for Tasks 1 – 4 and expenses have been allocated as follows:

Phase 1		Fees
1.0	Existing Conditions/Field Review	\$5,000
2.0	Concept Design Feasibility	\$4,200
Reimbursable Expense		\$15,910*
Phase 1 LUMP SUM FEE		\$25,110
Phase 2 (Not in Contract) **		
3.0	90% Design	\$TBD
4.0	100% Design	\$TBD
Reimbursable Expense		\$TBD

**In addition, at the request of the client VHB will retain Ahneman Kirby, LLC as a subconsultant for survey services, as described above, as a direct expense. Ahneman Kirby, LLC has provided an estimate for this work in the amount of \$14,100 and will finalize through a subconsultant agreement. VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps or similar documents; etc. These direct expenses will be billed at cost plus 10%. If subconsultants and subcontractors are engaged by VHB for this project, and are therefore under contract to VHB, their services will be invoiced at 1.10 times their actual cost. This adjustment covers the additional expense of coordination/administration. VHB recommends that the Client include with this budget an allowance of \$15,910 for general expenses.

***Upon the completion of Phase 1, VHB will prepare a contract amendment for the inclusion of Phase 2 for client review and approval. The expected fee for the design of the sidewalk is likely between \$15,000 and \$20,000.*

From: [Thomas Ahneman](#)
To: [Joseph Balskus](#)
Cc: [Kristian Fontanilla](#)
Subject: RE: [External] proposal - Norwalk
Date: Friday, May 28, 2021 5:45:12 PM
Attachments: [image002.png](#)

Dear Joe:

Quotes for the survey work is as follows:

1. Rowayton Ave, from Pinkney Park @ Wilson Ave, north on Rowayton to the intersection of Cudlipp St, then continuing north on Rowayton Ave to the intersection of Belmont Pl. – roughly 3,600 linear ft. **\$16,400.00**
Locate all features within the ROW, locate the ROW (Class B boundary) and topography with 1 ft. contours (Class T-2)
2. **Hunt/Witch** per sketch provided – roughly 3,100 linear ft. **\$14,100.00**
Locate all features within the ROW, locate the ROW (Class B boundary) and topography with 1 ft. contours (Class T-2)

Very truly yours,
Tom Ahneman

THOMAS G. AHNEMAN PE, LS.
CHAIRMAN & CEO
AHNEMAN KIRBY, LLC
1171 E. PUTNAM AVE.
BUILDING 1 - SUITE 1A
RIVERSIDE, CT 06878
TEL: (203)869-7707
FAX: (203)869-4606



From: Joseph Balskus <JBALSKUS@VHB.com>
Sent: Tuesday, May 25, 2021 3:06 PM
To: Thomas Ahneman <tga@ahnemankirby.com>
Subject: FW: [External] proposal - Norwalk

Thomas, I need separate survey proposals for the potential design/construction of sidewalks on Hunt/Witch and Rowayton Avenue as shown.

See sketch for Hunt/Witch.

On Rowayton Ave, from Pinkney Park @ Wilson Ave, north on Rowayton to the intersection of Cudlipp St (this portion is State Route 136), then continuing north on Rowayton Ave to the intersection of Belmont Pl. The sidewalk would be in the west side.

Please locate all features within the ROW, locate the ROW and will need topographic.

Let me know when you can have this proposal ready.

Joe

Joseph C. Balskus, PE, PTOE, RSP1
Director of Transportation Systems



100 Great Meadow Road
Suite 200
Wethersfield, CT 06109-2377
P 860.807.4405 | M 203.482.0956 | F 860.372.4570
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[VHB Viewpoints](#)
Explore trends and critical issues with our thought leaders.

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Vannasse Hangen Brustlin, Inc. | info@vhb.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

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

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

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

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

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

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



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

100 Great Meadow Road
Suite 200
Wethersfield, CT 06109-2377

Client Authorization

☒ New Contract:

Date: July 7, 2021

☐ Amendment No.:

Project No.: 83613.21

Project Name: Sidewalk Design – Rowayton Avenue

To:	Cost Estimate	
	Amendment	Contract Total
Jim Travers	Labor:	\$28,700
Director	Expenses:	\$18,940
Transportation, Mobility, and Parking		
City of Norwalk		
125 East Avenue	TOTAL:	\$47,640
Norwalk, CT 06851		

E-mail: jtravers@norwalkct.org

- ☐ Lump Sum ☐ Time & Expenses
☒ Lump Sum + Expenses
☐ Cost + Fixed Fee ☐ Labor Multiplier

Phone No: 203-854-7736

Estimated Date of Completion: TBD

Scope of Services:

Please refer to Attachment 'A'

Prepared By: **Joseph Baskus**

Department Approval:

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

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT 'A'

SCOPE OF SERVICES

Phase 1

The scope of services outlined in this contract consists of the confirmation of the feasibility of providing sidewalks along Rowayton Avenue from Wilson Avenue, to Belmont Place, along the west side of the roadway. Based upon discussions with the City and their prior efforts on reviewing sidewalk feasibility, VHB will conduct an initial review of the sidewalk placement on the west and south sides of the roadway upon completion of the survey efforts. Between Wilson Avenue and Cudlipp Street, Rowayton Avenue is under State of Connecticut Department ownership as Route 136. It is desired by the City to put the sidewalk on the west side of the roadway. The initial feasibility review will also review a potential pedestrian crossing at the Belmont Place intersection with an existing sidewalk on the northeast corner. In addition, at the Cudlipp Street intersection, a pedestrian crosswalk is desired from the northwest corner to the south side of Rowayton Avenue adjacent to the residence driveway. Based upon Google maps, the total length is approximately 3600 linear feet.

The Rowayton Avenue roadway appears to be minimal 24 feet throughout with a minimum 40' wide Right Of Way. These dimensions are indicative of the intense suburban residential development in this area of the City. Along the roadside are overhead utility poles and residential features such as stone walls, fences and vegetation that will need to be considered in any feasibility study.

CTDOT traffic counts from 2017 show a significant variation in traffic volume with 8,300 ADT along the State section south of Cudlipp Street and north of the intersection, 3,300 ADT.

With the moderate roadway width, ROW and traffic volumes along with the tree canopy along the roadway, a sidewalk along one side of the roadway can vastly improve the pedestrian safety and comfort for pedestrians. There are limited sections of sidewalks in the study area that will be incorporated in the study efforts to determine the sidewalk locations and connectivity.

Given the narrow ROW along some sections of the study area, there are several fences and stone walls that must be determined where in the ROW they exist to confirm sidewalk feasibility. In addition, the City understands that achieving ADA compliant sidewalks and ramps and crossings may be difficult however they have indicated a minimum 4' wide bituminous concrete sidewalks with concrete curbing are preferred. VHB will identify where possible the potential for non-compliant sidewalk and ramps with the potential installation of sidewalks.

The study efforts will seek to understand the existing conditions and implications for considering a nominal 4-5-foot-wide bituminous concrete or concrete sidewalk along one side of the roadway. The review will include a recommendation of sidewalk location, crossings, and changes to the residential frontages to accommodate the sidewalk as well as potential easements.

VHB will engage the City's oncall surveyor to conduct a project wide survey effort prior to the beginning of the feasibility study. The oncall surveyor's proposal is attached herein.

VHB will provide the following engineering services under this scope of work.



1.0 FIELD REVIEW/EXISTING CONDITIONS

VHB will obtain survey mapping from the City's on call surveyor for the project study area and develop a base map of appropriate scale showing available features from the City. Using the mapping, VHB traffic engineers will conduct a walking review of the entire roadway section to review the field conditions and take measurements at critical locations for understanding the limitations for sidewalk placement. The review notes will be tallied on the base mapping for in office use and recording.

VHB will identify the critical cross section areas in the study area and locations of possible impact of a sidewalk on either side of the roadway.

VHB will also obtain the traffic count data from CTDOT and crash data from the UCONN Crash Repository Database.

VHB will also observe the average travel speeds along the roadway and restricted sight distances (if any). VHB will prepare an Existing Conditions memorandum with supporting base mapping identifying the opportunities for sidewalk placement and constraints such as Right of Way, surface features, sight lines, and roadway geometry.

2.0 CONCEPT DESIGN FEASIBILITY

- 2.1** Utilizing the Existing Conditions efforts from Task 1 above, VHB will prepare a Concept Design of the sidewalk layout along the entire section of the study area and identify the potential construction work required to provide the sidewalk. For example, relocating stone walls, fences and removal of trees will be noted. Relocating utility poles to fit a sidewalk may also be noted and crossings at major side streets.
- 2.2** The Concept Design plan will show the proposed sidewalk and feasibility of providing the sidewalk with a brief narrative of the sidewalk placement.
- 2.3** A construction cost opinion will be prepared to support the Concept Design Feasibility and included in the memorandum.
- 2.4** VHB will meet with the City to review the recommendations and incorporate comments.
- 2.5** VHB will submit the concept plans to CTDOT District III for initial review and comment.

Phase 2

3.0 FINAL DESIGN (90%) ENGINEERING DESIGN

Upon acceptance of the concept design feasibility efforts, VHB will initiate the final design.

- 3.1** Utilizing the mapping developed in Task 1 above, VHB will develop preliminary (90%) design plans for the proposed improvements. The following plan sheets will be developed at the 90% design stage:



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- Title Sheet with General Notes and Typical Sections
- Existing Conditions Plan (survey plan 2 sheets)
- Construction Plan (2 Sheets)
- Miscellaneous Details (City and CTDOT)

3.2 Prepare an opinion of probable construction cost. The construction cost estimate will be based on unit pricing information available from CTDOT and other recently bid projects.

3.3 Submit 90% design documents (report, plans, special provisions, estimate) to the City of Norwalk for review.

3.4 Transmit 90% Design plans to the utility companies having facilities located within the project limits. If necessary, arrange for and conduct a design utility meeting to be held with the utility companies to discuss potential conflicts (none are expected based upon the limited construction anticipated).

3.5 Meet with the City of Norwalk to review and resolve 90% Design comments.

4.0 100% DESIGN SUBMISSION

Incorporate comments from the 90% Design review and prepare 100% Plans, Specifications and Estimate. Drainage changes such as catch basin resetting and conversions as well as landscape design will be developed. The following plans are expected to be include:

4.1 Incorporate comments from the 90% Design review and prepare 100% Design Plans including:

- Title Sheet with General Notes and Typical Sections
- Existing Conditions Plan (survey plan)
- Construction Plan/Drainage/Landscape (2)
- Miscellaneous details (curbing/islands/drainage) (6)

4.2 Revise quantity estimate and update earlier opinion of probable cost.

4.3 Update special provisions and notices to contractor.

4.4 Submit the 100% plans, special provisions, and opinion of probable cost to the City for review.

4.5 Meet with the City to review and resolve 100% Design comments.

4.6 Submit the 100% Design Plans to CTDOT District III to initiate the Encroachment Permit process.

CITY FURNISHED INFORMATION

It is understood that VHB will perform services under the sole direction of the client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, and other consultants, as required. VHB will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services.



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- Permissions to access the site.
- Copies of available maps, deeds, and surveys of the project area.

SERVICES NOT INCLUDED

This scope of services is inclusive only to those tasks herein specified. Specific tasks and services not included in this scope of services at this time are (but not limited to):

- ROW Services - Title search, appraisals, conveyance documents, and attorneys (by City)
- Design Support During Construction
- Construction Administration and Inspection
- Environmental Services - Hazardous Materials (Tasks 110, 210 and 310)
- Wetlands delineation or location
- Drainage analysis/studies
- Archeological investigation, identification, observation, or reports
- Utility relocation/installation design
- Pavement design
- Public meeting/hearings
- Wetlands delineation.
- Subsurface exploration surveys.
- Placement of missing property corner monuments.
- A-2 Property Surveys of abutting properties
- Submission of plans to Connecticut Department of Transportation (CTDOT) District III Encroachment Permit

Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the City's request, that contains the Scope of Services, Compensation, and Schedule to complete the additional services.



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FEE SUMMARY

VHB will perform the Scope of Services outlined above on a lump sum plus expenses basis. The lump sum fee for Labor for Tasks 1 – 4 and expenses have been allocated as follows:

Phase 1	Fees
1.0 Existing Conditions/Field Review	\$1,500*
2.0 Concept Design Feasibility	\$3,200
Reimbursable Expense	\$18,440**
Phase 1 LUMP SUM FEE	\$23,140
Phase 2	
3.0 90% Design	\$18,800
4.0 100% Design	\$5,200
Reimbursable Expense	\$500
Phase 2 LUMP SUM FEE	\$24,500
Total Lump Sum Fee	\$47,640

*Assumed to be conducted in concert with the Witch/Hunt study

**In addition, at the request of the client VHB will retain Ahneman Kirby, LLC as a subconsultant for survey services, as described above, as a direct expense. Ahneman Kirby, LLC has provided an estimate for this work in the amount of \$16,400 and will finalize through a subconsultant agreement. VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps or similar documents; etc. These direct expenses will be billed at cost plus 10%. If subconsultants and subcontractors are engaged by VHB for this project, and are therefore under contract to VHB, their services will be invoiced at 1.10 times their actual cost. This adjustment covers the additional expense of coordination/administration. VHB recommends that the Client include with this budget an allowance of \$18,440 for general expenses.

From: [Thomas Ahneman](#)
To: [Joseph Balskus](#)
Cc: [Kristian Fontanilla](#)
Subject: RE: [External] proposal - Norwalk
Date: Friday, May 28, 2021 5:45:12 PM
Attachments: [image002.png](#)

Dear Joe:

Quotes for the survey work is as follows:

1. **Rowayton Ave**, from Pinkney Park @ Wilson Ave, north on Rowayton to the intersection of Cudlipp St, then continuing north on Rowayton Ave to the intersection of Belmont Pl. – roughly 3,600 linear ft. **\$16,400.00**
Locate all features within the ROW, locate the ROW (Class B boundary) and topography with 1 ft. contours (Class T-2)
2. Hunt/Witch per sketch provided – roughly 3,100 linear ft. **\$14,100.00**
Locate all features within the ROW, locate the ROW (Class B boundary) and topography with 1 ft. contours (Class T-2)

Very truly yours,
Tom Ahneman

THOMAS G. AHNEMAN PE, LS.
CHAIRMAN & CEO
AHNEMAN KIRBY, LLC
1171 E. PUTNAM AVE.
BUILDING 1 - SUITE 1A
RIVERSIDE, CT 06878
TEL: (203)869-7707
FAX: (203)869-4606



From: Joseph Balskus <JBALSKUS@VHB.com>
Sent: Tuesday, May 25, 2021 3:06 PM
To: Thomas Ahneman <tga@ahnemankirby.com>
Subject: FW: [External] proposal - Norwalk

Thomas, I need separate survey proposals for the potential design/construction of sidewalks on Hunt/Witch and Rowayton Avenue as shown.

See sketch for Hunt/Witch.

On Rowayton Ave, from Pinkney Park @ Wilson Ave, north on Rowayton to the intersection of Cudlipp St (this portion is State Route 136), then continuing north on Rowayton Ave to the intersection of Belmont Pl. The sidewalk would be in the west side.

Please locate all features within the ROW, locate the ROW and will need topographic.

Let me know when you can have this proposal ready.

Joe

Joseph C. Balskus, PE, PTOE, RSP1
Director of Transportation Systems



100 Great Meadow Road
Suite 200
Wethersfield, CT 06109-2377
P 860.807.4405 | M 203.482.0956 | F 860.372.4570
jbalskus@vhb.com

Engineers | Scientists | Planners | Designers
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Explore trends and critical issues with our thought leaders.

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Vannasse Hangen Brustlin, Inc. | info@vhb.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

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

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

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

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

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

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



Stantec Consulting Services Inc.
55 Church Street Suite 601, New Haven CT 06510-3014

May 25, 2021

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

RE: Construction Support Services for
NRVT Phase 2
State Project 102-350

Dear Mr. Yeosock:

As requested, Stantec submits this proposal to provide construction support services for the Norwalk River Trail – Phase 2, State Project 102-350. This proposal is for site visits and telephone conferences to discuss any construction issues that arise. Stantec will provide written design clarifications, issue sketches, or provide direction to the contractor as needed.

Fee Summary

As it is difficult to determine the exact scope of work currently, we propose to provide our services on a time and material basis. Work will be billed based on actual work performed (see rate schedule below). We are proposing a not to exceed fee of \$20,000 for the proposed project. If we anticipate exceeding this budget amount due to the work requested and performed, we will advise the City in advance.

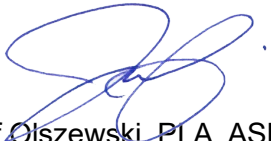
Rate Schedule

- Project Manager \$165
- Sr. Engineer \$190
- Engineer \$135
- Landscape Architect \$135

If you should have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely yours'

STANTEC CONSULTING SERVICES INC.



Jeff Olszewski, PLA, ASLA
Associate
Jeff.olszewski@stantec.com



Philip Katz, P.E.
Associate
Philip.katz@stantec.com

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



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.org P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
 FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
 RE : SCRIBNER AND WEST CEDAR PROPERTY DISPOSITION
 DATE : JULY 29, 2021

For the past couple of years, the Land Use and Building Management Committee has entertained a request from the Mr. Gino Mattera regarding the disposition of City owned property located at the intersection of Scribner Avenue and West Cedar Street. This property is identified in City's assessment map as District 5, Block 64, Lot 423. It is triangular in shape and approximately 0.25 acres. Based on available information, it appears that this is leftover land from an intersection improvement project some years ago. Mr. Mattera is an adjacent property owner, 3 Color LLC, and he would like to acquire this property from the City in order to supplement his property to achieve greater design flexibility for the development of his property.

Due to the size, site configuration and easement limitations, the property is considered to be not buildable. The property is not developed and the City provide minimum maintenance on the property.

In response to Mr. Mattera's request, the Land Use and Building Management Committee issued requests to city departments for input, conducted a Public Hearing, forwarded the request to Planning Commission for Section 8-24 Review and obtain a City appraisal paid by Mr. Mattera.

The Land Use and Building Management Committee had discussed this matter on numerous occasions in detail and has expressed general support on the disposition of the property with the following conditions:

- The property value would be based on an appraisal obtained by the City

- The Deed will include a landscape easement along the streets as shown on drawing. Plant materials shall be limited to native plantings
- The Purchaser will reserve the rights to install two driveway openings in locations to be determined within the easement areas
- The Deed will include a sanitary sewer easement, granted to the City over existing sewer. In the event that the sewer is removed or relocated in the future, said easement may be removed subject to City approval which shall not be unreasonably withheld
- The Purchaser will provide a list of plant materials for City approval. At the time of property transfer, Purchaser shall provide a surety bond to ensure that the plants are installed as proposed.
- The Purchaser will convey a portion of his property along West Cedar Street to the City for street right-of-way which will properly align West Cedar Street

The appraised value for the City property is \$110,000. Portion of Mr. Mattera's property to be conveyed to the City for right-of-way has a value of \$7,079. The net purchase price for the property is \$102,921.

At this time, with the completion of our disposition process, the following action is requested:

Authorize the Mayor Harry W. Rilling to execute any and all documents necessary to (1) convey to 3 Color LLC 11,443.3 sq. ft +/- of property as show and described on a certain survey map described as Map Showing Land of City of Norwalk To Be Acquired By 3 Color LLC, C/O Gino Mattera On West Cedar Street & Scribner Avenue Intersection, Norwalk, Connecticut" prepared by The City of Norwalk Department of Public Works dated July 3, 2018 (the "Map"); and (2) accept a conveyance of 728.9 sq. ft +/- of property from 3 Color LLC as and where described on said Map subject to the easements, restrictions, rights and obligations generally described in the Memorandum of Alan Lo dated July 29, 2021 for the purchase price of \$102,921.00





2

William Hodel
Director of Facilities & Maintenance
hodelw@norwalkps.org
P: 203-854-4053 / F: 203-854-4005
125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: **BOE - DISTRICT WIDE OIL TANK REPLACEMENT**

DATE: JULY 29, 2021

Many of the Norwalk Public Schools are heated by oil. Each location served by Oil Heat has an Under Ground Storage Tank for heating oil storage. The useful life of these tanks is 30 years. At many locations the 30 year useful life has been reached and it is now time to replace these tanks.

In June 2020, the common council authorized Salamone Associates as the engineering firm for the Project. Since that time, Construction drawings and specifications for the project were created, and a grant application was submitted to the Connecticut Office of School Construction Grants and review. The Grant application was approved final approval to proceed was received in Early July 2021.

Following the receipt of the approval from the State, the City Purchasing Department solicited a bid for the removal of the underground fuel oil storage tanks at Nathan Hale Middle School and Kendall Elementary School and the removal and replacement of the underground fuel oil storage tanks with above ground fuel oil storage tanks at the Rowayton Elementary School and Silvermine Elementary School. The Purchasing Department received two bids and review of the bids it was determined that B & W Paving & Landscaping LLC. was the lowest responsible bidder.

1. **Authorize the Mayor, Harry W. Rilling, to execute an Agreements with B & W Paving & Landscaping LLC. for the Kendall Elementary School Oil Tank Removal Project (State Proj. 103-0260 CV/OT), Nathan Hale Middle School Oil Tank Removal Project (State Proj. 103-0259 CV/OT), Silvermine Elementary School Oil Tank Replacement Project (State Proj. 103-0255 CV/OT), and Rowayton Elementary School Oil Tank Replacement Project (State Proj. 103-0257 CV/OT) for a total not exceed \$441,400. Funds are available in Acct. # 09215010 5777 C0789.**
2. **Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$44,140. Funds are available in Acct. #09215010 5777 C0789.**



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.org P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
 FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
 RE : MARITIME AQUARIUM – PHASE III MEERKAT EXHIBIT
 DATE: JULY 29, 2021 (*Amended August 5, 2021 highlighted and in Italic*)

Essential to the Walk Bridge replacement project, the State of Connecticut is in need of removing the Maritime Aquarium IMAX Theatre and to obtain various temporary construction easements from the City necessary to implement the bridge replacement work. The proposed bridge work has significant impact on the Maritime Aquarium facilities and as compensation, the State provided \$40,000,000 to finance the replacement of the impacted exhibits which include the IMAX Theatre, Seal Tank, Go Fish Tank, Meerkat Exhibit and the West Entrance – together these amenities are referred to as “Functional Replacement”.

In the fall of 2018, the Maritime Aquarium issued this project for bid. Upon receipt of the bids, it was clear that the scope of the project would need to be restructured in order to bring the project within budget. A decision was made in the spring of 2019 for the City to have full responsibilities over the redevelopment of the project scope and the implementation of the project. The budget assigned to the City was approximately \$35,000,000 and the focus was to construct the 4D Theatre and new Seal Tank with the understanding that any fund balance would be used for remaining functional replacement items.

With the completion of the 4D Theatre in January 2021 and recent completion of the Seal Tank, AP Construction (our project Construction Manager), Maritime Aquarium and the design team proceeded with the revisions to the scope for the replacement Meerkat Exhibit. Value engineering efforts were made with the design in order to manage costs. As we proceeded with the closeout of the 4D Theatre and

the Seal Tank, the latest projected balance available (*as of August 2, 2021*) for the Meerkat Exhibit is approximately \$1,795,735.

In an effort to expedite the implementation of the Meerkat Exhibit to meet the State's latest schedule, AP Construction reached out to their low bid contractors currently under contract as well as additional trade contractors in order to obtain competitive pricing. Based on the joint efforts of the project team for the past two months, AP Construction is able to engage most of their current contractors and where applicable supplement with alternate trade contractors to arrive at a project cost of \$2,061,569.

Based on the budget balance available and the proposed costs, I, together with Maritime Aquarium staff, am recommending that the City/Maritime Aquarium to proceed with the implementation of the Meerkat Exhibit as proposed *with the Maritime Aquarium's agreement to have full financial responsibility to fund all expenditures beyond the State's Functional Replacement Funds*. To accomplish this, various approvals are required.

Between the City and AP/O&G as Construction Manager

In order for AP/O&G to proceed with the Meerkat Exhibit (see attached cost breakdown), the City can simply execute a change order upon increasing the construction contingency with AP/O&G in the amount of \$2,061,569. The general terms and conditions of the City and AP/O&G contract will remain unchanged. AP/O&G will continue their current relationship with the approved low bid contractors and where applicable obtain additional pricing to validate competitive pricing and retain alternate contractors. The approved change order will reflect the cost of the Meerkat Exhibit and corresponding completion date.

Action Requested:

Authorize to increase the change order allowance with the AP/O&G's Construction Management Agreement for the Norwalk Maritime Aquarium Functional Replacement Project for a total not to exceed \$2,061,569.00 necessary for the construction of the Meerkat Exhibit. Funds are available from the State in the Maritime Aquarium Functional Replacement Project Acct. #09194031 5799 C0635. Any fund shortage or expenditures in excess of available funds from the State will be provided by the Maritime Aquarium.

Between the City and the State DOT

As per requirements of the agreement between the City and the State, all change order in excess of the \$100,000 require the approval by the State. I am in conversation with Mr. James Mason of State DOT and concurrently with the City's approval to increase change order allowance with AP/O&G, I am forwarding the proposed change order to Mr. Mason for his department's formal approval. It is anticipated that an amendment to the Agreement between the State and the City may be required to:

- Confirm the inclusion of the implementation of the Meerkat Exhibit via a change order to AP/O&G's contract in the amount as specified.
- Amend the completion date
- Confirm total funding cap of \$40,000,000 for the functional replacement project and modify the release of the balance of the funds to support the Meerkat Exhibit change order

Action Requested:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Maritime Aquarium Functional Replacement assistance agreement between the City and the State of Connecticut, DOT to reflect the inclusion of the implementation of the Meerkat Exhibit and the adjustment of the completion date.

Between the City and the Maritime Aquarium

Based on our latest projected free balance of the State's functional replacement funds and the proposed cost for the Meerkat Exhibit, there is sufficient fund to cover the construction costs including set-aside contingency funds. Nevertheless, it may be beneficial to reconfirm with the Maritime Aquarium regarding the responsibilities and relationship regarding the implementation of the Meerkat Exhibit and that the Maritime Aquarium would have full financial responsibilities to fund all budget shortfall beyond the State's Functional Replacement funds.

Action Requested:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with Maritime Aquarium for the State Functional Replacement Project for the inclusion of the Meerkat Exhibit and reconfirm the Maritime Aquarium's responsibilities to compensate the City for all expenditures in excess of the State's Functional Replacement Funds.

Construction Solutions Group (CSG) Project Management Services

CSG has been providing project management services throughout this project. Their fee is based on actual hours spent on the project. At this time, we are in the process of closing out the 4D Theatre and Seal Tank projects which include the review and negotiation of all open change orders. Additional funds are required to cover staff time for the month of June, July and part of August in order to closeout the project. Therefore, the following action is required:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Agreement with Construction Solutions Group for the management of the Maritime Aquarium Functional Replacement Project for an additional three months for a total not to exceed \$25,000. Funds are available from the State in the Maritime Aquarium Functional Replacement Project Acct. #09194031 5799 C0635.

MEERKATS EXHIBIT - The Maritime Aquarium

10 North Water Street Norwalk, CT 06845



A.P. Construction Company

REVISION #1

Summary Date:

July 27, 2021

Client:

The Maritime Aquarium

Prepared by:

Moe Malick

Construction Specification Institute Description	CSI	BID
General Trades	DIV. 1	\$55,860
Demolition	DIV. 2A	\$6,800
ALLOWANCE (Masonry)	DIV. 4	\$5,000
Metals	DIV. 5	\$45,905
Doors/Frames/Hardware	DIV. 8A	\$7,788
Glass & Glazing	DIV. 8B	\$120,050
Drywall / Carpentry	DIV. 9A	\$174,000
Flooring	DIV. 9C	\$69,000
Painting	DIV. 9D	\$49,000
Misc. Specialties	DIV. 10	\$24,649
Exhibits	DIV. 13	\$417,730
Plumbing	DIV. 15A	\$69,122
Mechanical (HVAC)	DIV. 15B	\$274,105
Fire Protection	DIV. 15C	\$24,500
Electrical	DIV. 16A	\$215,000
Fire Alarm	DIV. 16B	\$8,226
Telecommunications	DIV. 16C	\$12,018
Security	DIV. 16D	\$10,000
ALLOWANCE (OVERTIME / MEP CONFLICTS)		\$20,000
ALLOWANCE (STAIR E RESTORATION)		\$10,000
ALLOWANCE (OVERHANG SUPPORT / CANTILEVER AT EXHIBT)		\$10,000
ALLOWANCE (TOUCH UP PAINTING)		\$5,000
ALLOWANCE (EXHIBIT SAND / MATERIALS ONLY)		\$5,000
Estimated Construction Trade Cost:		\$1,638,753
Construction Contingency		\$50,000
CM General Conditions		\$296,166
CM Construction Fee/Overhead	2.45%	\$47,406
Bond	0.75%	\$12,291
CM Liability Insurance	0.85%	\$16,954
Grand Total Building Construction Cost		\$2,061,569

ALTERNATES: (Not Included in Construction Cost)

ALTERNATE #1 (Add for F&I Unit Heater UH-2 + Associated 3/4" HWS/R Piping + Electrical)	\$	16,352.23
ALTERNATE #2 (Add for Cut Access Doors in Existing Plenums and Duct Risers & Fully Clean Existing Ductwork)	\$	4,176.74
ALTERNATE #3 (DEDUCT for NOT Furnishing and Installing TYPE RC Light Fixtures in Play Area)	\$	(13,560.86)
ALTERNATE #4 (DEDUCT for NOT F&I (2) New EWH-1 & EWH-2 Hot Water Heaters and instead tie into Existing System)	\$	(3,363.09)

**THE MARITIME AQUARIUM
MEERKATS EXHIBIT
CONSTRUCTION MANAGEMENT STAFFING**

MEERKATS EXHIBIT		7.23.21 Schedule															
		PRE-CON		CONSTRUCTION													
O&G INDUSTRIES /AP CONSTRUCTION TMA, A JOINT VENTURE		Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	Total Hours	Rates	Project Total		
Position:	Name:															AP	O&G
PreConstruction																	
Project Executive	Briedenbach/Cravanzola	40	40	-	-	-	-	-	-	-			80	160	\$12,800	\$8,960	\$3,840
PreCon Manager	Seferidis	173	87										260	160	\$41,520	\$41,520	\$0
Project Estimator	Malick	40	-										40	130	\$5,200	\$5,200	\$0
Construction													380		\$59,520		
Project Director	Briedenbach/Cravanzola	-	-	40	40	40	40	40	40				240	160	\$38,400	\$26,880	\$11,520
Project Manager/Superintendent	Seferidis	-	-	173	173	173	173	173	173				1,038	130	\$134,940	\$134,940	\$0
Asst Project Manager	Malick	173	173	-									346	100	\$34,600	\$34,600	\$0
Contract Administrator/ Accounting	Albano	12	12	12	12	12	12	12	12				96	85	\$8,160	\$0	\$8,160
Safety Manager	Marcucio	-	-	8	8	8	8	8	-	-			40	116	\$4,640	\$0	\$4,640
													1,760	-	\$220,740		
													2,140		\$280,260	\$252,100	\$28,160

O + G INDUSTRIES / AP CONSTRUCTION TMA, A Joint Venture

7/23/2021

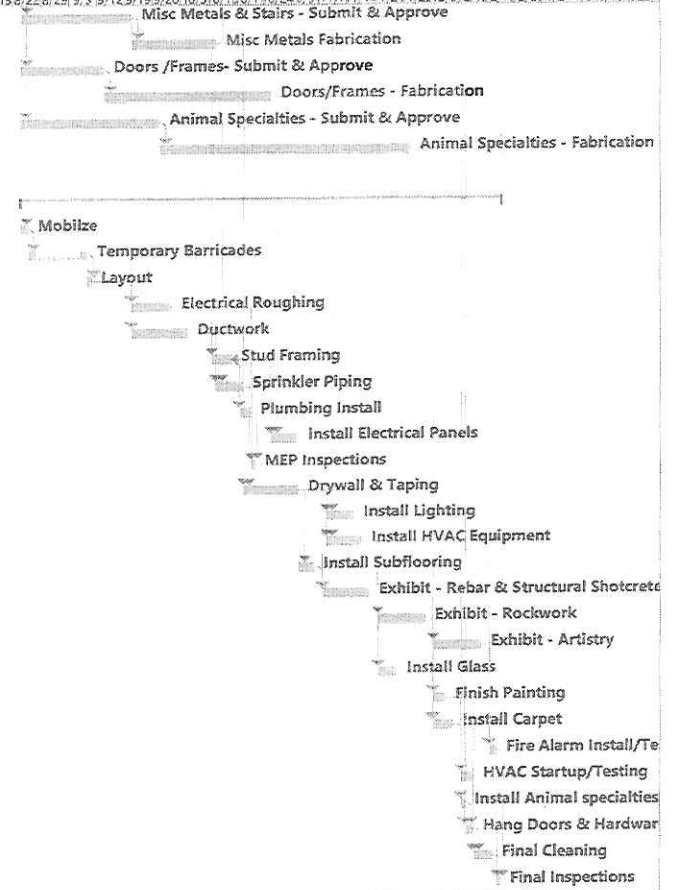
THE MARITIME AQUARIUM MEERKATS EXHIBIT

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	June	July	August	September	October	November	December	January
1		MEERKATS PROJECT					5/30/6/6/6/13/6/20/6/27/7/4/7/11/7/18/7/25/8/1/8/8/8/15/8/22/8/29/9/5/9/12/9/19/9/26/10/3/10/10/17/10/24/10/31/11/7/11/14/11/21/11/28/12/5/12/12/19/12/26/1/2/1/9/1/16/1/23/1							
2														
3		Preconstruction	85 days	Mon 5/3/21	Fri 8/27/21									
4		CD's	24 days	Mon 5/3/21	Thu 6/3/21									
5		Bidding	14 days	Fri 6/4/21	Wed 6/23/21									
6		Leveling	5 days	Thu 6/24/21	Wed 6/30/21									
7		Repricing	20 days	Thu 7/1/21	Wed 7/28/21									
8		Submit to Aquarium	5 days	Thu 7/29/21	Wed 8/4/21	7								
9		City Approval	7 days	Thu 8/5/21	Fri 8/13/21	8								
10		Contract Amendment	10 days	Mon 8/16/21	Fri 8/27/21	9								
11		Notice to Proceed	1 day	Mon 8/16/21	Mon 8/16/21	9								
12		Subcontract Awards	5 days	Tue 8/17/21	Mon 8/23/21	11								
13														
14		Construction	70 days	Tue 8/24/21	Mon 11/29/21									
15		Submittals	70 days	Tue 8/24/21	Mon 11/29/21									
16		Exhibit - Engineering Hold	22 days	Tue 8/24/21	Wed 9/22/21	12								
17		Exhibit - Submit & Approve	22 days	Thu 9/23/21	Fri 10/22/21	16								
18		Exhibit Fabrication	10 days	Mon 10/25/21	Fri 11/5/21	17								
19		Lighting- Submit & Approve	15 days	Tue 8/24/21	Mon 9/13/21	12								
20		Lighting Fabrication	40 days	Tue 9/14/21	Mon 11/8/21	19								
21		Electrical Panels - Submit & Approve	15 days	Tue 8/24/21	Mon 9/13/21	12								
22		Panel Delivery	30 days	Tue 9/14/21	Mon 10/25/21	21								
23		Fire Alarm - Submit & Approve	20 days	Tue 8/24/21	Mon 9/20/21	12								
24		FA Material s Delivery	10 days	Tue 9/21/21	Mon 10/4/21	23								
25		HVAC Equipment - Submit & Approve	15 days	Tue 8/24/21	Mon 9/13/21	12								
26		HVAC Equipt Delivery	40 days	Tue 9/14/21	Mon 11/8/21	25								
27		Sprinkler - Submit & Approve	20 days	Tue 8/24/21	Mon 9/20/21	12								
28		Sprinkler Pipe Fabrication	15 days	Tue 9/21/21	Mon 10/11/21	27								
29		Glass & Glazing - Submit & Approve	15 days	Tue 8/24/21	Mon 9/13/21	12								
30		Glass Delivery	40 days	Tue 9/14/21	Mon 11/8/21	29								
31		Drywall - Submit & Approve	15 days	Tue 8/24/21	Mon 9/13/21	12								
32		Drywall Delivery	10 days	Tue 9/14/21	Mon 9/27/21	31								
33		Stud Delivery	15 days	Tue 9/14/21	Mon 10/4/21	31								
34		Carpeting- Submit & Approve	15 days	Tue 8/24/21	Mon 9/13/21	12								
35		Carpeting delivery	40 days	Tue 9/14/21	Mon 11/8/21	34								

Project: Meerkats Schedule 7.23	Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress
Date: Fri 7/23/21	Split	Inactive Task	Duration-only	Finish-only	Critical	
Revised COST Schedule	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split	
	Summary	Inactive Summary	Manual Summary	External Milestone	Progress	

THE MARITIME AQUARIUM MEERKATS EXHIBIT

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	June	July	August	September	October	November	December	January
36		Misc Metals & Stairs - Submit & Approve	20 days	Tue 8/24/21	Mon 9/20/21	12	5/30, 6, 6, 6, 13, 6, 20, 5, 27, 7, 4, 7, 11, 7, 18, 7, 25, 8, 1							
37		Misc Metals Fabrication	15 days	Tue 9/21/21	Mon 10/11/21	36								
38		Doors /Frames- Submit & Approve	15 days	Tue 8/24/21	Mon 9/13/21	12								
39		Doors/Frames - Fabrication	30 days	Tue 9/14/21	Mon 10/25/21	38								
40		Animal Specialties - Submit & Approve	25 days	Tue 8/24/21	Mon 9/27/21	12								
41		Animal Specialties - Fabrication	45 days	Tue 9/28/21	Mon 11/29/21	40								
42														
43		Field Work	87 days	Tue 8/24/21	Wed 12/22/21									
44		Mobilize	2 days	Tue 8/24/21	Wed 8/25/21	12								
45		Temporary Barricades	4 days	Thu 8/26/21	Thu 9/9/21	44								
46		Layout	1 day	Fri 9/10/21	Fri 9/10/21	45								
47		Electrical Roughing	8 days	Tue 9/21/21	Thu 9/30/21	46, 21FS+5 days								
48		Ductwork	10 days	Tue 9/21/21	Mon 10/4/21	46, 25FS+5 days								
49		Stud Framing	5 days	Mon 10/11/21	Fri 10/15/21	33, 47, 48, 37FF+4								
50		Sprinkler Piping	5 days	Tue 10/12/21	Mon 10/18/21	48FS+5 days, 28								
51		Plumbing Install	3 days	Mon 10/18/21	Wed 10/20/21	49								
52		Install Electrical Panels	5 days	Tue 10/26/21	Mon 11/1/21	22, 49								
53		MEP Inspections	1 day	Thu 10/21/21	Thu 10/21/21	2:47, 48, 50, 51								
54		Drywall & Taping	10 days	Tue 10/19/21	Mon 11/1/21	49, 50								
55		Install Lighting	5 days	Tue 11/9/21	Mon 11/15/21	54, 20								
56		Install HVAC Equipment	7 days	Tue 11/9/21	Wed 11/17/21	53, 26								
57		Install Subflooring	4 days	Tue 11/2/21	Fri 11/5/21	54								
58		Exhibit - Rebar & Structural Shotcrete	10 days	Mon 11/8/21	Fri 11/19/21	57, 18								
59		Exhibit - Rockwork	10 days	Mon 11/22/21	Fri 12/3/21	58								
60		Exhibit - Artistry	10 days	Mon 12/6/21	Fri 12/17/21	59								
61		Install Glass	5 days	Mon 11/22/21	Fri 11/26/21	30, 58								
62		Finish Painting	3 days	Mon 12/6/21	Wed 12/8/21	61, 59								
63		Install Carpet	5 days	Mon 12/6/21	Fri 12/10/21	35, 61, 59								
64		Fire Alarm Install/Testing	2 days	Mon 12/20/21	Tue 12/21/21	60, 24								
65		HVAC Startup/Testing	3 days	Mon 12/13/21	Wed 12/15/21	63, 56								
66		Install Animal specialties	1 day	Mon 12/13/21	Mon 12/13/21	63, 41								
67		Hang Doors & Hardware	2 days	Tue 12/14/21	Wed 12/15/21	66, 39								
68		Final Cleaning	3 days	Thu 12/16/21	Mon 12/20/21	62, 67								
69		Final Inspections	1 day	Wed 12/22/21	Wed 12/22/21	64, 65, 67, 68								



Project: Meerkats Schedule 7.23	Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress
Date: Fri 7/23/21	Split	Inactive Task	Duration-only	Finish-only	Critical	
Revised COST Schedule	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split	
	Summary	Inactive Summary	Manual Summary	External Milestone	Progress	



COMMUNITY SERVICES DEPARTMENT
 Lamond Daniels, LCSW, MPA
 Chief of Community Services
 ldaniels@norwalkct.org
 P: 203-854-7718
 125 East Avenue, Room 202
 Norwalk, CT 06856-5125

MEMO

TO: Councilwoman Barbara Smyth, Chair, Community Services & Personnel Committee
FROM: Lamond Daniels, Chief of Community Services
DATE: February 2, 2021
SUBJECT: Reauthorization and amendment of the Mid-Fairfield contract

Background:

On November 12, 2019, the Common Council approved \$400,000 to support in-home mental health and family support services for Norwalk Public School students under the Community Services Department.

In Fiscal Year 20-21, the Community Services Department requested continued funding in its operational budget to support these critical services. The budget was approved and adopted.

On January 20, 2021, the Mid-Fairfield Child Guidance Center presented to the Community Services and Personnel Committee and provided an update on the progress and work involved with students engaged in the program.

Overseen by the Community Services Department/Chief of Community Services, the initiative has been deemed important and provides a needed service to Norwalk's most vulnerable students and their families.

Request:

Mid-Fairfield Child Guidance Center operates on an annual calendar which resulted in their contract expiring on December 31, 2020. The Community Services Department is requesting a reauthorization for these specialized services and an amendment to the contract dates to align with the city's budget process and fiscal year. The amended contract dates are January 1, 2021 to June 30, 2021. The budget has already been allocated from Fiscal Year 20-21.

COMMUNITY SERVICES & PERSONNEL COMMITTEE

RE-AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDED CONTRACT WITH MID-FAIRFIELD CHILD GUIDANCE CENTER, INC. FOR CONTINUED IN-HOME MENTAL HEALTH AND FAMILY SUPPORT SERVICES FOR PUBLIC SCHOOL CHILDREN UNDER THE COMMUNITY SERVICES DEPARTMENT FOR THE PERIOD JANUARY 1, 2021 TO JUNE 30, 2021.

Sincerely,

Lamond Daniels, LCSW, MPA
 Chief of Community Services