

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.gov/meetings

 Members of the public who are unable to attend the meeting in person may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. 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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idxon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: February 27, 2024
Special Meeting: March 5, 2024

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Jane Walters, Board of Assessment Appeals
Maria Formanek, Board of Assessment Appeals, Alternate Member

REAPPOINTMENTS: Ed Abrams, Board of Estimate and Taxation
Artie Kassimis, Board of Estimate and Taxation
Anne Yang, Board of Estimate and Taxation

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Anne L. Wennerstrand, Board of Ethics,
Kathryn Williams-Murchinson, Board of Ethics

REAPPOINTMENTS: Patricia Agudow, Board of Ethics, Alternate Member
Lori Torrano, Board of Ethics, Alternate Member

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project DPW 2024-1 On-Call Engineering Services. The Agreement is for a period of three (3) years, billable on an hourly basis, for a sum not to exceed \$125,000.00/annually, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 13 40 10 5796 APW01
13 40 10 5796 APW10
09 24 4021 5777 C0021
09 24 4021 5777 C0302
09 24 4021 5777 C0315
09 24 4021 5777 C0318
09 24 4021 5777 C0440
09 24 4021 5777 C0471
09 23 7100 5777 C0583

2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Weston & Sampson Engineers, Inc. for Project DPW 2024-1 On-Call Engineering Services. The Agreement is for a period of three (3) years, billable on an hourly basis, for a sum not to exceed \$125,000.00/annually, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 13 40 10 5796 APW01
13 40 10 5796 APW10
09 24 4021 5777 C0021
09 24 4021 5777 C0302
09 24 4021 5777 C0315
09 24 4021 5777 C0318
09 24 4021 5777 C0440
09 24 4021 5777 C0471
09 23 7100 5777 C0583

3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and AI Engineers, Inc for Project DPW 2024-1 On-Call Engineering Services. The Agreement is for a period of three (3) years, billable on an hourly basis, for a sum not to exceed \$125,000.00/annually, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 13 40 10 5796 APW01
13 40 10 5796 APW10
09 24 4021 5777 C0021
09 24 4021 5777 C0302
09 24 4021 5777 C0315
09 24 4021 5777 C0318
09 24 4021 5777 C0440
09 24 4021 5777 C0471
09 23 7100 5777 C0583

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC for Project RD2024-1 Curbs and Sidewalks for Berkeley Street Area for a sum not to exceed \$1,888,185.00.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 24 4021 5777 C0440

- 4b. Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project RD2024-1 Curbs and Sidewalks for Berkeley Street Area for a sum not to exceed \$188,818.50.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 24 4021 5777 C0440

- 5a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Burns Construction Company, Inc., for Project PM2024-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$626,607.50.

Account No. 03 00 00 2602

- 5b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with Burns Construction Company, Inc., for Project PM2024-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$62,660.75.

Account No. 03 00 00 2602

- 6a.** Authorize the Mayor, Harry W. Rilling, to execute an agreement with Pro-Electric Incorporated for the Electric Vehicle Charging Stations for a total not to exceed \$149,300.00.

Account No. 01 40 45 5462
01 40 45 5461
09 24 4031 5777 C0313
09 24 4031 5777 C0681
09 24 6030 5777 C0684
09 24 4021 5799 C0847

- 6b.** Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$14,930.00.

Account No. 01 40 45 5462
01 40 45 5461
09 24 4031 5777 C0313
09 24 4031 5777 C0681
09 24 6030 5777 C0684
09 24 4021 5799 C0847

- 7a.** Authorize the Mayor, Harry W. Rilling, to execute an extension for a 1 (One) year agreement with A. Vitti Excavators, LLC Project TMP 2022-4 Concrete Services ADA-ROW Improvements at Various Locations for an amount not to exceed \$500,000.00.

Account No. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824

- 7b.** Authorize the Director of Transportation, Mobility and Parking, to execute an extension for 1 (One) year Orders on Contract with A. Vitti Excavators, LLC for project TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations, for an amount not to exceed \$50,000.00.

Account No. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824

8. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, and amendments thereto as may be necessary for the City of Norwalk to receive grant funds in the amount of \$179,400.00 from the Connecticut Department of Energy and Environmental Protection ("DEEP") and its W EVSE - ZEV Infrastructure Program (ZIP) for purchasing and installation of Electric Vehicle Charging Equipment (EVSE).
- 9a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project DRG2024-1 Lockwood and Heather Lane Drainage Improvements for a sum not to exceed \$3,332,150.00 which consists of the following breakdown: \$3,055,200.00 (Base Bid), \$148,000.00 (Sewer Separation), \$128,950.00 (Alternate #1).

Account No. 09 24 4021 5799 C0689
09 21 4021 5777 C0440

- 9b. Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project DRG2024-1 Lockwood and Heather Lane Drainage Improvements for a sum not to exceed \$333,215.00.

Account No. 09 24 4021 5799 C0689
09 21 4021 5777 C0440

B. LAND USE & BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction Group LLC as the Construction Manager for the Norwalk Community Recreation Center at 98 South Main Street. Terms of the agreement shall include:

- Preconstruction Services - \$17,000
- CM Fixed Fees – 1.95%
- CM Contingency-1.5% (balance revert to the City at project completion)
- General Conditions fee - \$519,785 (actual amount to be determined at the time of Guaranteed Maximum Price GMP)

Subsequent to trade contractors' bidding, final GMP amendment will be submitted to the Common Council for approval. Funds for the Preconstruction Phase for this agreement are available from ARPA funds – Acct. #134030-5796-ABL01

- 1b. Authorize Building Management to issue Change Orders on Contract (example destructive testing) for a total not to exceed \$10,000.00 Acct. #134030-5796-ABL01
2. Authorize Building Management to process relocation payments to residential tenants, residential owners and businesses at 28, 32, 36 and 38 Oxford Street and 16 Meadow Street Extension relating to the City's acquisition of said properties (subject to Health Department's review and recommendation) for a total not to exceed \$75,000. Acct. #09245010 5777 C0834 and #09225010 5777C0808

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AMENDED AGENDA
7:30 PM EST**

**MARCH 12, 2024
COUNCIL CHAMBERS**

3. Authorize Building Management to reimburse Norwalk Public Schools for the costs to provide transportation for Norwalk High School student athletes to offsite locations through the spring 2024 semester as a result of the Norwalk High School development project for a total not to exceed \$15,000.00. Acct. #0918/195010 5777 C0610
4. Authorize the Purchasing Agent to issue a Purchase Order to Integrity Cleaning to provide annual window washing cleaning services for various city buildings for an initial term of 3 years for a total amount of \$71,804.66 plus two - one (1) year options. Effective dates from 4/1/2024– 6/30/2027 and two – one (1) year options from 7/1/2027 – 6/30/2029.

Account #s: 013055 5298 013154 5298
 012012 5269 014075 5298
 016210 5269 016220 5269

C. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with VHB consultant engineering to provide consulting engineering services for the design of the traffic signal system upgrade and transit signal priority implementation (Phase 5, Project # 102-369), for an amount not to exceed \$380,461.16.

Account #: 0924 3750 5799 C0848

- 2a. Authorize the Mayor, Harry W. Rilling, to enter into any and all agreements related to the Municipal Brownfield Grant Program; and execute a first amendment to the Land Disposition and Development Agreement (“LDA”) together with any and all other agreements and documents required thereunder with SoNo TOD II, LLC (the “Developer”) for purposes of conveying a portion of 30 Monroe Street.
- 2b. Be it further resolved that the Mayor is authorized to execute an assistance agreement, any amendments thereto and such other documents as may be required; to take such other actions as may be necessary or required to receive the grant; and to act as the authorized representative of the City of Norwalk for all purposes in connection therewith.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AMENDED AGENDA
7:30 PM EST
APPOINTMENTS**

**MARCH 12, 2024
COUNCIL CHAMBERS**

BOARD OF ASSESSMENT APPEALS

M/C

Norwalk Charter 1-271

JANE WALTERS (D)

Term Expires – 03/12/2025

14 Bobwhite Drive
Norwalk, CT 06851

MARIA FORMANEK (R)

Term Expires – 03/12/2025

5 Mary Austin Place
Norwalk, CT 06850

ALTERNATE

BOARD OF ETHICS

C

Chapter 32-12

KATHRYN WILLIAMS-MURCHINSON (D)

Term Expires – 03/10/2026

11 Academy Street
Norwalk, CT 06850

ANNE L. WENNERSTRAND (D)

Term Expires – 03/10/2025

17 Rome Street
Norwalk, CT 06851

REAPPOINTMENTS

BOARD OF ETHICS

C

Chapter 32-12

LORI TORRANO (R)

Term Expires – 03/10/2027

104 Dry Hill Road
Norwalk, CT 06851

ALTERNATE

PATRICIA AGUDOW (I)

Term Expires – 03/10/2027

212 Richards Avenue
Norwalk, CT 06850

ALTERNATE

BOARD OF ESTIMATE AND TAXATION

M/C

Norwalk Charter 1-288

ED ABRAMS (D)

Term Expires – 11/30/2027

20 Morgan Avenue
Norwalk, CT 06851

ARTIE KASSIMIS (R)

Term Expires – 11/30/2027

80 Walter Avenue
Norwalk, CT 06851

ANNE YANG (R)

Term Expires – 11/30/2027

26 Point Road
Norwalk, CT 06854

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Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

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

Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance. Mayor Rilling asked for a Moment of Silence in memory of the two 2019 Norwalk High School graduates who were involved in a head on accident and succumbed to their injuries this weekend. He also asked for a Moment of Silence in memory of Mr. Bobby Miller, stepbrother of Mr. Calvin Murphy. Mr. Miller passed away last weekend.

I. ROLL CALL

Ms. Dixon called the Roll:

**COMMON COUNCIL
NORWALK, CONNECTICUT
VIA TELECONFERENCE**

REGULAR MEETING

FEBRUARY 27, 2024

COUNCIL CHAMBERS AND

Council at Large:	Mr. Gregory Burnett Mr. Johan Lopez Ms. Barbara Smyth	Mr. Joshua Goldstein Ms. Nora Niedzielski Eichner
District A:	Ms. Nicol Ayers	Mr. Jalin Sead
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Jenn McMurrer	Ms. Melissa Murray
District D:	Ms. Heather Dunn	Mr. Doug Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Common Councilmembers. A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: February 13, 2024

**** MS. MCMURRER MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED WITH ONE (1) ABSTENTION (MS. MURRAY)**

Special Meeting: February 13, 2024

The following correction was made to the minutes:

Add Mr. Sutton's name under attendance.

**** MS. YOUNG MOVED TO ACCEPT THE MINUTES AS CORRECTED
** MOTION PASSED WITH ONE (1) ABSTENTION (MS. MURRAY)**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted. Speakers are Norwalk residents unless otherwise noted.

Ms. Lisa Brinton explained she submitted budget recommendations this morning. She addressed the tax increase and shared how she moved from one area in Norwalk to another when her taxes increased significantly. She noted not everyone was able to do that. She said this tax hike is not a surprise, but the math does not work for residents. She said she hoped the members of the Common Council would look for new revenue sources.

Ms. Brinton pointed out that the Board of Education was adding their own legal counsel. She commented on the redistricting ordinance and said if the members of the Common Council vote yes, they were codifying an undemocratic process. She said she hoped they would vote their conscious.

Ms. Diane Lauricella spoke about the budget cap and suggested going back to look for more savings and new revenue sources. She said she has spoken for a number of years about the need for a full time grants person.

Regarding the procedure for sale of City property, Ms. Lauricella said \$50,000 is far too high and should be lowered to \$10,000. Also under the Blight Ordinance, they need to look at the Zoning citation process, because it is not working.

Ms. Lauricella commented on the Board of Estimate and Taxation appointment this evening and said that she is on the record to say that since women in Norwalk make up 50% of the population, she wants Mr. Camacho to step back so the City can find a woman to appoint to the Board of Estimate and Taxation. She noted that Norwalk hired lots of women to run the City, but the City needs to strive for 50% of women on boards and commissions. She asked the members of the Common Council to please reconsider this appointment.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

**** MR. FRAYER MOVED TO APPROVE THE APPOINTMENT OF EDWIN CAMACHO TO THE BOARD OF ESTIMATE AND TAXATION**

Mr. Frayer, Mr. Burnett, Mr. Goldstein, Ms. Smyth Ms. Niedzielski Eichner and Ms. Young spoke in support of this appointment. Mayor Rilling also spoke in support.

**** MOTION PASSED WITH ONE (1) ABSTENTION (MS. MCMURRER)**

MAYOR'S REMARKS: Mayor Rilling announced the closing of the East Norwalk train station and road below the tracks due to Walk Bridge construction. The closure will take place from March 11, 2024 to March 31, 2024. This Sunday March 3, the Norwalk Public Library will be celebrating the Chinese New Year. This is the Year of the Dragon. The City is asking for entrepreneurs to submit their business proposals for the Washington Street Entrepreneur Contest. The deadline is Friday, March 29th. The City is hosting an Easter Egg Hunt at Mill Hill Historic Park on Saturday, March 23rd from 11:30 AM – 1:00 PM.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

B. CONSENT CALENDAR:

Ms. Young announced that Ms. McMurrer would be reading this evening's consent calendar.

**** MS. MCMURRER MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI.A.1, VII.A.1, VII.A.2, VII.A.3, VII.A.4, VII.B.1, VII.B.2, VII.B.3, VII.B.4, VII.B.5, VII.B.6, VII.B.7A, VII.B.7B, VII.B.8A, VII.B.8B, VII.B.9, VII.C.1, VII.D.1, VII.D.2, VII.D.3, VII.D.4, VII.D.5

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

**1. AUTHORIZATION TO DISCUSSION: SETTLEMENT: SUMMIT HANDLING SYSTEM V. CITY OF NORWALK
EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. FINANCE & CLAIMS

**1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE
DATED: FEBRUARY 2024**

**2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX
COLLECTIONS DATED: FEBRUARY 2024**

**3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX
COLLECTOR'S REPORTS DATED: JANUARY 2024**

**4. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER
TO GOVCONNECTION, INC., IN AN AMOUNT NOT TO EXCEED \$109,646.89
FOR THE PURCHASE OF 790 MICROSOFT OFFICE 365 ANNUAL LICENSES.
GOVCONNECTION, INC. IS ON STATE OF CT CONTRACT -# NCPA 01-144
ACCOUNT NO. 011370-574C**

B. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH WHITTINGHAM CANCER CENTER OF NORWALK FOR THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR WHITTINGHAM CANCER CENTER WALK EVENT TO BE HELD ON SATURDAY, MAY 11, 2024 FROM 9:00 AM TO 3:00 PM. SET-UP TIME FRIDAY, MAY 10, 2024 FROM 12:00 PM TO 2:00 PM WITH TEAR-DOWN ON SATURDAY, MAY 11, 2024 BY 3:30 PM. APPROXIMATELY 750 PEOPLE.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH TRIANGLE COMMUNITY FOR THE USE OF VETERANS MEMORIAL PARK AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR PRIDE IN THE PARK EVENT TO BE HELD ON SATURDAY, JUNE 8, 2024 FROM 12:00 PM TO 8:00 PM. SET-UP TIME FRIDAY, JUNE 7, 2024 FROM 8:00 AM TO 12:00 PM WITH TEARDOWN ON SATURDAY, JUNE 8, 2024 BY 9:00 PM. RAIN DATE SUNDAY, JUNE 9, 2024. APPROXIMATELY 8,000 PEOPLE.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH NORWALK SEAPORT ASSOCIATION FOR THE USE OF VETERANS MEMORIAL PARK AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR NORWALK SEAPORT OYSTER FESTIVAL EVENT TO BE HELD FROM FRIDAY, SEPTEMBER 6, 2024 TO SUNDAY, SEPTEMBER 8, 2024. SET-UP TIME FROM FRIDAY, AUGUST 16, 2024 AT 8:45 AM WITH TEAR-DOWN BY MONDAY, SEPTEMBER 30, 2024 AT 1:30 PM. APPROXIMATELY 40,000 PEOPLE.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH NMMA FOR THE USE OF CALF PASTURE BEACH – TAYLOR FARM AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR NORWALK BOAT SHOW EVENT TO BE HELD FROM THURSDAY, SEPTEMBER 19, 2024 TO SUNDAY, SEPTEMBER 22, 2024 FROM 7:00 AM TO 10:00 PM EVERY DAY. SET-UP TIME BY MONDAY, SEPTEMBER 16, 2024 WITH TEAR-DOWN ON SUNDAY, SEPTEMBER 22, 2024 BY 10:00 PM. APPROXIMATELY 10,000 PEOPLE.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH STEPPING STONES MUSEUM FOR THE USE OF MATHEWS PARK AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR STEPPING STONES MUSEUM KALEIDOSCOPE CIRCUS BALL EVENT TO BE HELD FROM WEDNESDAY, MARCH 26 TO SUNDAY, MARCH 30, 2025 FROM 10:00 AM TO 5:30 PM. SETUP TIME FROM FRIDAY, MARCH 21, 2025 THROUGH TUESDAY, MARCH 25, 2025, WITH TEAR-DOWN FROM

**MONDAY, MARCH 31 THROUGH WEDNESDAY, APRIL 2, 2025.
APPROXIMATELY 400 PEOPLE.**

6. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO INTELLIGENT MARKING USA INC, DBA TURF TANK, IN THE AMOUNT OF \$59,700.00 FOR THE PURCHASE OF AN AUTONOMOUS FIELD MARKING ROBOT, PROJECT # 4331, FROM ACCOUNT #0923-6030-5777-C0486

7A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH ID SIGNSYSTEMS, INC FOR PROJECT # 4325, RECREATION AND PARKS SIGNAGE PROJECT, IN AN AMOUNT NOT TO EXCEED \$63,936.00 FROM ACCOUNT # 0923-6030-5799-C0832.

7B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDER TO ID SIGNSYSTEMS, INC. FOR PROJECT # 4325, RECREATION AND PARKS SIGNAGE PROJECT, IN AN AMOUNT NOT TO EXCEED \$9,590.00 FROM ACCOUNT # 0923-6030-5799-C0832.

8A. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO TURF PRODUCTS OF THE SOURCEWELL PURCHASING CONTRACT # 031121-TTC, FOR THE SOLO SOURCE PURCHASE OF THREE (3) TORO WORKMAN GTX ELECTRIC UTILITY CARTS, IN AN AMOUNT NOT TO EXCEED \$52,042.80 FROM ACCOUNT # 0924-6030-5799-C0846.

8B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE A CHANGE ORDER TO TURF PRODUCTS OFF THE SOURCEWELL PURCHASING CONTRACT # 031121-TTC, FOR THE SOLO SOURCE PURCHASE OF THREE (3) TORO WORKMAN GTX ELECTRIC UTILITY CARTS, IN AN AMOUNT NOT TO EXCEED \$5,200.00 FROM ACCOUNT # 0924-6030-5799-C0846.

9. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A 5-YEAR OPERATING LICENSE AGREEMENT WITH A 5-YEAR RENEWAL OPTION WITH RIVERBROOK REGIONAL YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. (YMCA) TO OPERATE RECREATION PROGRAMS WITH APPROXIMATELY 2,000 SQUARE FEET OF DESIGNATED SPACE AT THE PROPOSED NORWALK COMMUNITY RECREATION CENTER AT 98 SOUTH MAIN STREET. TERMS OF THE AGREEMENT SHALL BE AS RECOMMENDED BY THE LAND USE AND BUILDING MANAGEMENT COMMITTEE.

C. ORDINANCE COMMITTEE

1. APPROVE REVISIONS TO SECTION 9-3 (CHAPTER 9, ARTICLE I, SECTION 3) – PROCEDURE FOR SALE OF CITY PROPERTY.

D. PUBLIC SAFETY & GENERAL GOVERNMENT

1. AUTHORIZE MAYOR, HARRY W. RILLING, TO ENTER A LEASE AGREEMENT WITH THE OWNERS OF 132 WATER ST LLC FOR FIVE YEARS FOR \$71,200 PER YEAR WITH 3.0% INCREASES IN THE SUBSEQUENT YEARS FOR THE NORWALK POLICE MARINE DIVISION BASE, ITS PUBLIC SAFETY VESSEL AND STORAGE SPACE. ACCOUNT #-013023-5297

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO INCREASE THE RECORDS FEES ASSOCIATED WITH THE REQUEST AND RELEASE OF BODY AND DASHBOARD CAMERA VIDEO RECORDINGS TO \$30 PER HOUR OF VIDEO PROVIDED.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A THREE (3) YEAR AGREEMENT WITH HARTFORD HEALTHCARE MEDICAL GROUP FOR THE 4264R – OCCUPATIONAL HEALTH SERVICES.

4. AUTHORIZE THE CHIEF HUMAN RESOURCES OFFICER AND/OR DESIGNEE TO ISSUE TWO (2) ONE (1) YEAR CONTRACT EXTENSIONS ON THE HARTFORD HEALTHCARE MEDICAL GROUP CONTRACT.

5. TECHNICAL CORRECTION TO THE NON-UNIT PERSONNEL BENEFITS AND COMPENSATION POLICY/ORDINANCE SALARY SCHEDULE THAT WAS BEFORE THIS SUBCOMMITTEE ON JANUARY 9, 2024. THE INCORRECT VERSION OF THE POLICY WAS ATTACHED AT THAT TIME. WE ARE RESUBMITTING THIS POLICY TO MAKE A TECHNICAL CORRECTION.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. FINANCE & CLAIMS

5. RESOLUTION:

**** MR. BURNETT MOVED THE FOLLOWING RESOLUTION:**

WHEREAS, SECTION 1-289 OF THE NORWALK CHARTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC SPENDING LIMIT ON LOCAL EXPENDITURES DURING THE

PROCESS OF ESTABLISHING THE NEXT FISCAL YEAR'S OPERATING BUDGET.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NORWALK THAT: THE MAXIMUM LIMIT ON THE TOTAL APPROPRIATION FOR THE CITY OF NORWALK FOR FISCAL YEAR BEGINNING JULY 1, 2024 SHALL BE NO MORE THAN \$440,611,996. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF \$467,591,788 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF \$26,979,792. BE IT FURTHER RESOLVED THAT THE RESULT OF THIS VOTE AND RESOLUTION BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.

Mr. Burnett reviewed the Resolution and explained the Common Council was required to set the maximum amount.

Mr. Ellis, Director Management and Budgets shared his screen and gave a presentation explaining how they reached the amounts and the impact on other variables. He noted this is going to be a difficult year. A Board of Estimate and Taxation public hearing will be held on March 20th and the final tax levy set during the first week of May. The tax increase will be 4% - Board of Education; 4% City of Norwalk for an overall increase of 4% with an \$8 million dollar draw down. He noted the biggest increases to the budget this year are the ones they can't control; the pension and contingency.

Mr. Ellis explained the City went through the physical revaluation this year and the grand list increased due to the residential properties. He added that the grand list would have been higher if not for the new apartments.

When asked about the tax abatements, Mayor Rilling said the Tax Assessor would be able to provide that information.

Mr. Ellis highlighted the impact on the average tax bill. He said if the commercial revaluation had gone up, the residents would not be seeing such a huge increase in the residential tax rate.

Mr. Gorman, the Tax Assessor explained the four year phase in.

Ms. McMurrer said she would like to see a scenario where the increase is 4 ½% and 5%. Mr. Ellis said those figures are included in the budget document. He noted the taxes do not go up that much in each scenario.

Ms. Niedzielski Eichner said it was admirable they were only spending what they needed to spend, but hopes through conversations they are driven to discuss how they can be more efficient. She said as they push on the departments to be more streamline, she asked if they could spend a little more to hire a grant writer. She urged the departments to think strategically.

Mayor Rilling said those conversations do take place with the department heads. He said they work together to optimize any new expenditures and personnel.

Mr. Sead said they need to think about the impact on the people in Norwalk. He said people who live here can't stay or afford to retire here. He reiterated that they need to think about the impact on the people.

Mr. Frayer noted the increase can be devastating and they need to be careful and create a strategic program together to get the most out of what is there.

Mr. Wiggins said he was thinking about his community and those residents who want to stay. He added that he may be one of the residents in his community who will get kicked out because of the tax increase. He asked about the trade off by raising taxes; he said he does not see the schools getting better and does not see lives getting better. When it comes to people in the Minority community, Norwalk is not the best city. He said people are getting kicked out of the City and he asked how they can get people to stay and live in Norwalk and build equity. Mr. Wiggins said this is tragic and scary. He said that as a community, they need to hear from the people they represent.

Ms. Smyth said this revaluation is financially painful for everyone. She thanked the Mayor, Mr. Burnett, Mr. Coppola and Mr. Ellis. She said she has not doubt they thought about the efficiencies and the impact on the residents. She added that she did not feel comfortable voting without having the opportunity to see the budget.

Ms. Ayers said she wanted to encourage her colleagues to be courageous. They need to be realistic and to understand how these things impact everyone. She said this is not new and said they have to look at the quality of services, not the quantity.

Ms. Ayers emphasized the IT Department and said it is crucial to the City. She said they need cyber security and suggested evaluating where the dollars are going. Ms. Ayers said some things are non negotiable such as safety for all residents. She encouraged everyone to find a common consensus and not act in fear.

Mr. Goldstein said he agreed they need to be fiscally strategic. The revaluation is revealing of the current conditions and national trends, but is not reflective of what the City spends. He said there is not enough affordable housing in Norwalk. A lot of people can't afford to live here, although they work here. It presents a challenge to scrub the budget. He noted that renters pay taxes as part of their rent. Mr. Goldstein said the City has to provide high quality services to the residents.

Ms. McMurrer said she would like to use the term "tidy up" instead of "scrub" in referring to the budget. She said she wants to meet all the residents where they are. She added that everything has gone up in price nationwide.

Ms. Niedzielski Eichner said the impact on housing is devastating. She asked if there was a timeline on affordable housing studies. Mayor Rilling said she could get that information tomorrow from Mr. Kleppin and Ms. Vonashek.

Mr. Burnett explained that the Common Council has until March 5th to vote on the operating budget. The Board of Estimate and Taxation will hold a public hearing on March 20th. He said there may be a need for further discussion and review of the materials. Mr. Burnett said that at this point, he would like to request to table this item until March 5, 2024 when a special meeting of the Common Council is called by the Common Council President.

**** MR. BURNETT MOVED TO TABLE THE RESOLUTION TO MARCH 5, 2024
** MOTION PASSED UNANIMOUSLY**

Ms. Young said she hoped the resident know they are not entering into this budget lightly. She added that the City needs IT staff and a Grants Writer.

C. ORDINANCE COMMITTEE

**** MS. SHANAHAN MOVED TO APPROVE NEW ORDINANCE: ESTABLISHING
AN ADVISORY COMMITTEE FOR THE REAPPORTIONMENT OF COMMON
COUNCIL VOTING DISTRICTS.**

Ms. Shanahan reviewed the item and said they tried to propose a scheme that was not overtly bipartisan. She said this is an advisory committee and they will not determine the new districts.

Attorney Steven Mednick explained that a majority vote of the Common Council will create this committee. He said the intent of this Ordinance is to keep as close to the current district lines. He said the Committee would be made up of three people and no political party will be a majority of the group.

Ms. Niedzielski Eichner said she wanted to reemphasize that the structure will ensure the full diversity of the City. The intent is to make the smallest changes.

Ms. Dunn said she disagrees and said this is not a good thing for Norwalk and leaves the door open for corruption.

Ms. Smyth said it is common practice for the Common Council President to make appointments.

Ms. Murray said the Committee did a lot of research and said this is a hybrid structure. She said she feels they did a great job and is proud of what they did.

Ms. Dunn said she finds that the people being put forward are insiders. She asked how they can make sure they have different perspectives.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MS. DUNN) AND ONE (1) ABSTENTION (MR. WIGGINS)**

**** MS. SHANAHAN MOVED TO APPROVE REVISIONS TO CHAPTER 58A – BLIGHT PREVENTION.**

Ms. Jessica Vonashek, Chief of Economic and Community Development reviewed the item. She noted that the Corporation Counsel's office was very involved and Senator Bob Duff's office was helpful. She said the primary change is with fees associated with blight. She added there is a big difference between the existing ordinance and the proposed ordinance. Ms. Shanahan said this has been a real issue and it is important to address these concerns.

Ms. Young expressed her thanks and said this is a great start to making an impact on the City.

Mr. Coppola said that 10 years ago, the City had no ordinance. Now there are opportunities to work with people to remediate the violations.

Ms. Niedzielski Eichner expressed her thanks to Ms. Shanahan for working on this and added that they received feedback through public comment.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from Common Council members this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

There were no suspensions of the rules this evening.

XI. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 9:41 p.m.

ATTEST: _____
Irene Dixon, City Clerk

**COMMON COUNCIL
NORWALK, CONNECTICUT
VIA TELECONFERENCE**

SPECIAL MEETING

**MARCH 5, 2024
COUNCIL CHAMBERS AND**

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.gov/meetings.

Members of the public who are unable to attend the meeting in person may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section.

All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

Members of the public who are unable to attend the meeting in person and wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address.

Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idxon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

I. CALL TO ORDER

Mayor Rilling called the special meeting to order at 7:32 and led the assembly in reciting the Pledge of Allegiance.

II. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett Mr. Johan Lopez Ms. Barbara Smyth	Mr. Joshua Goldstein Ms. Nora Niedzielski Eichner
District A:	Ms. Nicol Ayers	Mr. Jalin Sead
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Jenn McMurrer	Ms. Melissa Murray
District D:	Ms. Heather Dunn	Mr. Doug Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Common Councilmembers present. A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted. Speakers are Norwalk residents unless otherwise noted.

Ms. Diane Lauricella asked the members of the Common Council to do their homework and get opinions from others who are not in City Hall. She requested not raising the cap and noted she has been studying the budget for decades. There is room to cut out the fat such as making cuts to the Board of Education and the cost of electricity. She asked the members of the Common Council to look at other revenue sources such as the need for a full time grant writer, including good IT staff.

Ms. Lauricella said many expenses are due to short sighted political decisions such as renting space for the Family Center, electricity and the waste management policy. City Hall and the Board of Education is too heavy in top administrators. She said the City needs a fair but robust enforcement structure. Ms. Lauricella said she knows the City is looking at business development; Washington Street is an alarm bell due to the many empty store fronts.

Ms. Lauricella urged the Common Council members to not raise the cap and to speak to the people to find more options.

Mr. Richard Bonenfant asked the members of the Common Council to keeps the taxes as low as possible. It is rough on the taxpayers and will eventually chase them out of town. He suggested rethinking the Enterprise Zone and added that it does not create jobs.

There were no other members of the public who wished to comment this evening.

IV. RESOLUTIONS FROM COMMON COUNCIL

**** MR. BURNETT MOVED THE FOLLOWING RESOLUTION:**

RESOLUTION: WHEREAS, SECTION 1-289 OF THE NORWALK CHARTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC SPENDING LIMIT ON LOCAL EXPENDITURES DURING THE PROCESS OF ESTABLISHING THE NEXT FISCAL YEAR'S OPERATING BUDGET.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NORWALK THAT: THE MAXIMUM LIMIT ON THE TOTAL APPROPRIATION FOR THE CITY OF NORWALK FOR FISCAL YEAR BEGINNING JULY 1, 2024 SHALL BE NO MORE THAN \$440,611,996. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF \$467,591,788 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF \$26,979,792. BE IT FURTHER RESOLVED THAT THE RESULT OF THIS VOTE AND RESOLUTION BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.

Mr. Burnett provided a re-cap of the budget process and said this item had been tabled at the last Common Council meeting in order to receive more information. By Charter, the Common Council is required to set the cap by March 5th.

**** MS. AYERS MOVED TO AMEND THE RESOLUTION AS FOLLOWS:**

RESOLUTION: WHEREAS, Section 1-289 of the Norwalk Charter requires that a majority of the Common Council vote to establish a specific spending limit on local expenditures during the process of establishing the next fiscal year's operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NORWALK THAT: The maximum limit on the total appropriation for the City of Norwalk for Fiscal Year beginning July 1, 2024 shall be no more than \$440,911,996. This appropriation cap represents total expenditures of \$467,891,788 less estimated intergovernmental grants of \$26,979,792. Be it further resolved that the result of this vote and resolution be forwarded by the Clerk of the City of Norwalk to the Board of Estimate and Taxation.

Ms. Ayers explained her reason for this amendment is because a number of things unfolded since the last meeting. She said she did not see an allocation for IT in the budget and with all the hate, the time is now to address the cyber needs and technology. In addition, she said it was brought

to her attention that there is no allocation for Family Navigators. Ms. Ayers said she understood those positions were grant funded and they were then supposed to be brought into the budget. She said this was a friendly amendment requesting an additional \$300,000. Ms. Ayers expressed her concerns over funding these positions.

Mr. Sead said Ms. Ayers' amendment was a good amendment and that the \$300,000 increase will not break the budget.

Ms. Niedzielski Eichner said she supported Ms. Ayers' amendment. The role of the Common Council is to hear from the community. She said she hoped this would signal to the Board of Estimate and Taxation to be more strategic. She said she was unaware the Family Navigators were not in the budget. She echoed the need to fund IT and the Family Navigators.

Ms. Murray said \$300,000 is reasonable and said she would support Ms. Ayers' amendment.

Mr. Burnett asked for clarification on the amendment. He noted they are not voting on individual line items; they are voting on a maximum amount that will be presented to the Board of Estimate and Taxation. If the Board of Estimate and Taxation recommends allotting additional money to a department they will come back with their recommendation in which case, the Common Council would vote on their recommendation. Mr. Burnett said that by increasing the cap, they are increasing taxes.

Ms. Ayers explained that this amendment is about increasing the cap by \$300,000, not a particular line item.

Mr. Goldstein commented that taxes are going up for a lot of reasons. He said the reason the revaluation is the way it is, is because people want to live in Norwalk. He said that in answer to Mr. Burnett's question, this amendment signals to the Board of Estimate and Taxation to invest within their means. Mr. Goldstein said a \$300,000 increase is negligible; it is important for the Board of Estimate and Taxation to see the strategic investment.

Mr. Wiggins acknowledged that people want to live here and it is important to focus on the people who made this city. He said to support this amendment he would have to be sure other things that are not needed are being cut. He said that if raising taxes trickles down to raising rents, he is not in support of this amendment. Mr. Wiggins agreed that a grant writer is needed, but not if it is going to ultimately raise rents.

Ms. Smyth said it was a problem not having the budget book and wants to go back and ask for a list of requested positions. She noted that she supported the Community Services positions from the start and was aware that the City was supposed to absorb those positions this year. She said this is a painful season because of the revaluation. Ms. Smyth said funding IT and the grant writer may not be in the plan for next year, but the Family Navigators can't go away. Ms. Smyth said she will support the amendment.

Mayor Rilling said they are in discussions about keeping the Family Navigators.

Mr. Lopez said that in looking at the numbers, it is difficult for him to impose an increase on the residents.

Ms. Shanahan said that whatever they do in this budget, will remain. She said the City is very frugal and believes the Mayor and staff scrubbed the budget. She said she continues to worry about transparency and hopes the Board of Education and Board of Estimate and Taxation will find some revenue. This is a crushing tax burden on the residents and although \$300,000 is symbolic it is important for others to say we appreciate the residents. She said she could not support this amendment.

Mr. Frayer said this is a very difficult budget. As a resident for 48 years, he said he has not realized anything this onerous. He said that to suggest raising the cap by even \$1.00 is insulting to all citizens and shows that the members of the Common Council are not finding ways to make the City more efficient and cheaper to operate. Mr. Frayer said he would not vote to raise the cap.

Ms. McMurrer said the next few years are going to be brutal, but questioned how they will grow the City if they say no to everything. She said they need to look at this strategically. Ms. McMurrer said she will vote yes on the amendment and added that she did not feel it was enough and only amounts to a couple of dollars a year.

Mr. Sead said the Family Navigators will keep people in Norwalk because they will have resources and be able to find assistance. He said he will vote in favor of this amendment because they need the Family Navigators.

Ms. Nora Niedzielski Eichner said she sees the potential where a tremendous amount of people will need the services. She suggested leveraging a grant writer by bringing in funds to support the City. She said that in reviewing the budget book she saw that IT added five members since 2016. Ms. Niedzielski Eichner said they need to be more efficient and approves Ms. Ayers' amendment. She said this is an opportunity to signal to the residents that everyone is deeply concerned about the impact of the taxes.

Ms. McMurrer said she was moved by Mr. Wiggins' comments about not getting their bang for the buck; she noted concerns over seniors looking for services.

Mr. Wiggins said the City needs more services, but he sees the community he serves being uprooted and pushed to other towns such as Bridgeport, Hartford and Waterbury, because they can't live here. He said services are good, but they do not know when the services are being effective. It is important to look at the system. The Family Navigator is good, but it puts a band aid on a gun shot wound.

Mr. Wiggins said the more he learns about the process, it makes him sick to his stomach. The elderly community, that helped build the City are not getting help and he sees them being pushed out. He said he feels the position is not needed and asked what they were getting for their buck.

Ms. Dunn said she they have to spend what they have. Overall the \$8 million from the Rainy Day Fund is using their savings to cover the shortfall. Ms. Dunn said they need to start with a flat budget and is not in favor of a 4% increase.

Ms. Smyth said they know this will go to the Board of Estimate and Taxation and said she will be satisfied if they can find funding for the Family Navigators. The Board of Estimate's job is to look at what the City can afford. Ms. Smyth said she feels the City will be able to fund these positions.

Ms. Young said she understands it is up to the Board of Estimate and Taxation to make the decision. She said she was happy to hear the Family Navigators are included in the budget. She added they need IT staff and a grant writer, but they need to determine how to find funding for those positions. Ms. Young said she would not support the increase.

**** MOTION FAILED BY ROLL CALL VOTE WITH SEVEN (7) VOTES IN FAVOR (MR. GOLDSTEIN; MS. NIEDZIELSKI EICHNER; MS. SMYTH; MS. AYERS; MR. SEAD; MS. MCMURRER; MS. MURRAY) AND EIGHT (8) IN OPPOSITION (MR. BURNETT; MR. LOPEZ; MR. WIGGINS; MS. YOUNG; MS. DUNN; MR. SUTTON; MR. FRAYER; MS. SHANAHAN)**

**** THE RESOLUTION PASSED AS PRESENTED WITH ELEVEN (11) IN FAVOR (MR. BURNETT; MR. GOLDSTEIN; MR. LOPEZ; MS. NEIDZIELSKI EICHNER; MS. SMYTH; MR. SEAD; MS. YOUNG; MS. MURRAY; MR. SUTTON MR. FRAYER; MS. SHANAHAN) AND FOUR (4) VOTES IN OPPOSITION (MS. AYERS; MR. WIGGINS; MS. MCMURRER; MS. DUNN)**

Mayor Rilling explained he feels they can keep the Family Navigators.

V. ADJOURNMENT

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

There was no further business, and the special meeting was unanimously adjourned at 8:32 p.m.

ATTEST: _____
Irene Dixon, City Clerk



Jane Walters
Jane Walters Realty Group

**BERKSHIRE
HATHAWAY**

HomeServices

New England Properties

ABOUT ME

A consistent top producer, Jane Walters was awarded the Top Service Provider designation for lower Fairfield County. Jane is currently in the Top 1% of sales nationally and her team is in the Top 4% of teams company-wide.

Involved in the community, Jane is currently:

- Oak Hills Women's Golf Association
- Oak Hills Park Authority Member
- Gaelic American Club Member
- Southern CT Golf Association
- Bergen-Bergen Food Bank

SERVICE AREAS

We are local agents servicing the lower Fairfield County area including:

- Norwalk
- Westport
- Wilton
- Stamford
- Darien
- Weston

QUALIFICATIONS

The Jane Walters Realty Group is a top sales team dedicated to providing our clients with the perfect blend of experience, market knowledge and a client centric philosophy. We are local agents servicing the lower Fairfield County area. We know this market and want to help guide you through the process of either selling your current home or buying a new home. We are here to be your advocate in the transaction, your ally in negotiations and your advisor when making a life changing decision. All of our efforts will allow you to move forward and travel on.

AWARDS & RECOGNITION

- Top Customer Service Award for lower Fairfield County
- Top 1% of Sales Nationally
- Top 4% of Teams Company-Wide
- Fine Homes Certified
- Relocation Specialist
- New Homes and Land
- E-certified
- Accredited Staging Professional
- Premier Zillow Agent

CONTACT

203.979.8493
Jwalters@bhhsne.com



JANE WALTERS
REALTY GROUP

124 East Avenue
Norwalk CT 06851

MEET MARIA FORMANEK



I was born and raised in Stamford and have lived in the Silvermine area of Norwalk for the past 30 years. When you work with me, I will explain the different communities and their unique qualities. Prior to real estate, I was the top home furnishings and design consultant at the Country Curtains in Westport for 15 years. I have an excellent eye for preparing homes for sale and I help guide my buyers and sellers through the sale process expertly and professionally. You can trust my ability to go the extra step to make an outstanding customer experience.

Involved in the Community, Maria is currently:

NASH - Norwalk Association of Silvermine Homeowners.
Professional Associations

National Association of Realtors
Connecticut Association of Realtors
Consolidated Multiple Listing Service
Mid Fairfield Board of Realtors

Service Areas

- Norwalk
- Westport
- Wilton
- Stamford
- Darien
- Fairfield
- Trumbull
- Monroe
- Stratford
- Other areas on request



JANE WALTERS
HOME TEAM

William
Pitt



Sotheby's
INTERNATIONAL REALTY

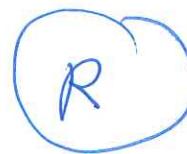
AWARDS & RECOGNITION

- *Janes's Circle Award - Top Retail Sales Associate - Country Curtains 2006, 2009, 2016*
- *Certified Staging Professional*
- *Top Customer Service Awards for Lower Fairfield County*

Ed Abrams

20 Morgan Avenue Norwalk, CT 06851

Phone: 203.855.0331 Mobile: 203.984.7241 E-Mail: abrams981@gmail.com



Core Strengths

- Complex problem solving and the ability to put ideas into practice
- Process simplification and matrix management
- Strategic planning and Brand Management
- Social Media and Paid, Owned, Earned Marketing
- Global management and coordination
- Talent development, management and retention

Experience

Cognizant Technology Solutions

December 2017 – Present

Vice President Corporate Marketing

- Responsible for all aspects of building the Cognizant Brand on a Global basis
- Built and deployed the first ever integrated marketing program framework to align Brand and business strategies
- Introduced analytics-based marketing and a digitally driven execution model across the business
- Reshaping marketing approach, effectiveness and impact across the business and at scale to drive measurable increases in Brand awareness, consideration and preference

Samsung Electronics America

August 2014 – December 2017

Chief Marketing Officer – B2B, Samsung Enterprise Group

- Responsible for all aspects of building the Samsung Brand within the B2B space and creating demand at scale
- Established digitally led go-to-market model including content driven “newsroom” approach to drive customer engagement through an “always on” go-to market model
- Expanded Brand social media presence and drove first-of-a-kind analytics based approach to demonstrate business value associated with a modern marketing
- Accountable for \$2.5B in annual pipeline creation as well as enablement and education of all Sales Channels and routes

IBM Corporation

September 1995 – August 2014

Vice President Marketing, IBM Software Group

- Responsible for all demand generation and go-to-market activities in support of IBM Software and Cloud Solutions, responsible for all channel enablement, demand generation and Brand building
- Direct all operations across four geographic regions (Americas, Europe, Japan and Asia), manage a team of 200 (100 direct, 100 indirect) and a budget of \$250M
- Accountable for 47% of IBM profits and delivering +10% revenue growth for The IBM Corporation. Shifted marketing model to digitally driven, social media led execution. Improved response and lead progression by 22% through engagement marketing model.

Vice President Marketing, IBM Midmarket (Oct 08 – Oct 13)

- Responsible for all marketing and communications efforts in support of the SMB marketplace across IBM, lead offering development process for all brands for the mid-market, responsible for all channel enablement, communications, demand generation and Brand building within the SMB space
- Direct all operations across four geographic regions (Americas, Europe, Japan and Asia), manage a team of 150 (50 direct, 100 indirect) and a budget of \$150M
- Led all PR/AR activities and was the external spokesperson for IBM within the SMB space
- Delivering +10% revenue growth for division over the last eight quarters, Shifted marketing model to Social Media and Paid, Owned, Earned approach, improving ROI by 25%, managing all aspects of pipeline, lead creation and nurturing, delivering 65% of total business results via Marketing

Vice President Integrated Marketing Communications, IBM Americas (Jun 05 – Oct 08)

- Responsible for all marketing, communications, demand generation and interactive programs across the Americas (U.S., Canada, LA), led the development and execution of all marketing programs supporting product and solutions based offerings
- Managed team of 200 and budget of \$250M, responsible for driving \$37B in lead revenue for IBM company, delivered +5% growth each year
- Led efforts to reshape marketing effectiveness across the company, responsible for agency relationships across IBM Americas, \$18M in annual retainers, directed numerous campaigns which won creative awards (EFFIE, Addy, etc.)

Vice President Marketing Program Management, IBM Sales & Distribution (Jan 03 – Jun 05)

- Developed and deployed systematic process and approach for Program Management across IBM
- Responsible for all aspects of program development and execution, responsible for all marketing, demand generation and interactive programs across all industries and customer sets
- Led the development and execution of all cross-company programs supporting solutions based offerings, manage global team of 120 and budget of \$85M, responsible for driving \$10B in lead revenue for IBM company, engaged in efforts to reshape marketing effectiveness across the company

Director Integrated Marketing Communications, IBM SMB Group (Apr 01 – Jan 03)

- Responsible for overall marketing and demand generation strategies within IBM targeting companies under 1,000 employees, responsible for coordination of all business partner marketing and co-marketing initiatives.
- Initiated strategies and programs to drive \$2B in opportunity revenue annually, lead role in establishing overall IBM marketing strategies for both SMB and business partner segments.
- Established global marketing processes and management system to improve execution and effectiveness across the company, coordinated activities across all product lines within this area on a global basis, manage team of 40 and a budget of \$180M.

Director Integrated Marketing Communications, IBM Technology Group (Jun 99 – Apr 01)

- Responsible for strategic development and execution of Marketing and Communications programs for 15 Business Lines across IBM OEM business, introduced ingredient branding program to IBM OEM business to enhance corporate identity.

- Responsible for programs and tactics, which identified and passed over \$1 billion in opportunity revenue to OEM sales teams, managed worldwide team and built new linkages to IBM Geography resources and CHQ on behalf of Technology Group
- Implemented strategic approach to IMC planning that ensures tight linkages to business objectives and provided measurable success metrics across business, managed team of 35 and budget of \$20 million.

Program Director, IBM Corporate Marketing (Dec 97 – Jun 99)

- Directed development and rollout of Corporate Marketing strategies targeted at youth (Generation X) segment, managed *IBM e-business Mark* web branding program globally. Program has generated \$15 million revenue in 1998.
- Assisted in development of overall strategies for IBM Brand and their translation into effective marketing programs, developed strategies and programs to improve perceptions of IBM as an innovator based on the success of *Deep Blue* program.
- Department liaison with Corporate Marketing Communications group, managed team of 10 and budget of \$20 million.

Marketing Communication Manager, IBM R/S 6000 Division (Sep 95 – Dec 97)

- Managed all communications on a worldwide basis, worked closely with marketing teams at headquarters and within all geographies to develop effective overall strategies.
- Responsible for development of communications strategy effectively repositioning IBM's \$4.5 billion midrange Server business, created effective strategies and programs in support of IBM's involvement with *Deep Blue* and *Mars Pathfinder* efforts.
- Division Liaison to worldwide Olympic Marketing team, repositioned and relaunched Internet and Intranet sites.
- 1996 communications campaigns generated over \$50 million in incremental revenue, managed staff of 12 and budget of \$30 million, advertising developed won numerous awards for creativity and effectiveness (EFFIE, AUSCARS, Starch, NIKKEI).

Dentsu Corporation of America

June 1994 – September 1995

Vice President Management Supervisor, Canon U.S.A.

- Responsible for new global positioning effort by Canon, launched first web site for Canon U.S.A, coordinated communications on a worldwide basis, developed and implemented new agency wide procedures for effective development of advertising, involved in all aspects of agency management, managed staff of 20 and budget of \$25 million.

Bozell Worldwide

March 1992 – June 1994

Vice President Management Supervisor, Borden Foods, MassMutual Life Insurance Company, Pfizer Incorporated, Toshiba America Incorporated, Unisys Corporation

- Successfully implemented first-ever global integrated communications (advertising, DM, Collateral) campaign for Unisys, established worldwide agency network to service Unisys. Responsible for worldwide strategy and creative development for Toshiba. Involved in development and introduction of new consumer products for Pfizer, introduced \$15 million incremental Health Care Reform advertising effort for Pfizer. Successfully introduced new yogurt product line for Borden. Coordinated all aspects of communications for MassMutual

Wells, Rich, Greene BDDP

February 1989 - March 1992

Account Supervisor, IBM Corporation, ITT Corporation, ITT Sheraton Hotels, Philip Morris Corporation

- Fully developed and produced over 25 ads for IBM *Industries* Division within a six-month period, developed advertising for *Software* and *Midrange Computer Systems* Divisions of IBM, established IBM within the *Education* marketplace. Coordinated communications among all nine ITT subsidiary companies, introduced new Corporate Image campaign for ITT Sheraton. Managed development and coordination of Corporate advertising programs for Philip Morris.

Young and Rubicam

August 1983 - February 1989

Account Executive (10/87-2/89), Assistant Account Executive (10/86-10/87), Media Planning (8/83-10/86), U.S. Army Recruiting Command, Trans World Airlines, Kraft Foods, American Home Foods, General Foods, Johnson & Johnson, TIME Inc.

- Responsible for \$100 million integrated communications campaign on Active Army, produced over eight television commercials within first six months of winning the account. Coordinated all newspaper advertising efforts for TWA. Responsible for successful re-introduction of Kraft Real Mayonnaise. Trained in all aspects of media planning.

Education

State University of New York At Buffalo

September 1979 - June 1983

Bachelor of Arts in Communications, minor in Marketing

(R) C

Artie Kassimis
80 Walter Avenue
Norwalk, CT 06851
(203) 981-4402 cell
akassimis@hotmail.com

Purdue Pharma, LLP

Stamford, CT

November 1997 - June 2005

Assistant Director, Sales Technology and Support

Department head for the Information Technology Group – Sales Dept. Provided technical leadership, guidance and support to the company sales force of over 1000 users.

- Managed all assets, help desk, break/fix, rollouts, Software/hardware implementations and training.
- Developed reporting systems to effectively track all processes.
- Create policy for the sales force computing platform.
- Manage and maintain day to day operations for all Sales Force computing systems.
- Project Manager for all software and hardware rollouts to the Sales Force.
 - Developed implementation plan that detailed all tasks, critical paths and required resources.
 - Conducted post implementation meetings to ensure that all objectives were met
- Developed reporting systems to effectively track help desk calls.
- Responsible for hiring, training and yearly performance appraisals for my group.
- Responsibilities included: Determine and track yearly budget; Management of all technical assets worth \$10 million (computers, printers, network equip, cell phones, projectors, etc);
- Directed contract negotiations with various vendors; including DELL, Microsoft, CompuServe, etc...
- Received a Special Achievement award for saving the company over \$80,000 a year by identifying inefficiencies in technology.
- Was a Premier Customer Liaison with Dell Computers. Attended ongoing meetings with Dell technical architects to create the next generation of laptops.
- ITIL Certified; Windows 95, NT & 2000 Certified; A+ Certified; Dell Certified,

Purdue Froderick

Computer Consultant

February 1995 – November 1997

- Managed all Help Desk functions at Norwalk HQ
- Trained all Totowa, NJ employees in Microsoft Office
- Developed Purdue Intranet Site

Self-employed

Computer Consultant

June 1990 – November 1997

United States Postal Service

Supervisor, MIS

White Plains, NY

August 1982 – August 1990

Artie Kassimis
80 Walter Avenue
Norwalk, CT 06851
(203) 981-4402 cell
akassimis@hotmail.com

Education

Life Christian University, Master of Arts, Theology
June 2006

Rhema Bible Training Center, Ministerial Degree
May 1992

Iona College, Associates in Computer Science
June 1982

Certifications

Certified Public Speaker, Coach, and Trainer – August 2017

ITIL Certified – December 2003

DELL Certified – June 2000

Windows 95, NT & 2000 Certified

Ordained Minister, 1992 – w/Rhema Ministerial Association International, Tulsa OK.

Miscellaneous

Commission on Judicial Compensation – Appointed by Senator Bob Duff, January 2017

Norwalk Police Chaplain – Appointed by Mayor Rilling, September 2015

Norwalk Library Board of Trustees – Appointed by Mayor Moccia, January 2010

Treasurer for the Norwalk Association of Evangelicals; 2000-2007

Missions Trips - Lead yearly groups to Guatemala, Honduras, Haiti and the Philippines

Conducted "Town Hall" meetings, with City officials and other State officials to combat teen violence in Norwalk.

References available upon request

Artie Kassimis
80 Walter Avenue
Norwalk, CT 06851
(203) 981-4402 cell
akassimis@hotmail.com

Experience:

Norwalk Board of Education
May 2011 – November 2017

Vice Chairman

Elected as Vice Chairman for 4 terms (2011-2014) with the following accomplishments:

- Successfully fulfilled the position in support to the Chairman.
- Chairman, Curriculum & Instruction Committee (2015-2017)
- Chairman, Facilities Committee (2014-2015)
- Created the position of Athletics Liaison to support and improve our Athletics Dept.
- Created new policies that allowed the Athletics Dept to generate revenue.
- Successfully implemented a new Driver's Ed program in both High Schools.
- School Safety Committee
- Committees:
 - Executive Committee
 - Athletics Liaison
 - Policy Committee
 - School Safety Committee
 - Norwalk Facilities Construction Commissioner

Word Alive Bible Church

Norwalk, CT

January 1995 – Present

Sr. Pastor

- Spiritual leader for over 450 members. Prepare and conduct weekly sermons and bible studies. Communicate and teach on a weekly basis various concepts and themes on spiritual growth.
- Manage and plan yearly revenue and expenses. Present goals and vision of the church, on an annual basis, to the Board of Advisors.
- Responsible for the hiring, development and termination of assistant pastors and teachers.
- Organize church activities including community outreach programs and teenage activity center.
- Conduct leadership seminars and have trained over 500 Pastors.

R
ANNE YANG-DWYER
26 Point Road
South Norwalk, CT 06854
203-853-0284

Experience

- 2008 - present **CADWYN POINT PARTNERS LLC, Member FINRA, SIPC** **Norwalk, CT**
Chief Executive Officer, Chief Compliance Officer. Investment banking advisory (M&A, private placements and underwritings) for corporate and private equity clients. Advised Blackstone in their leveraged acquisition of AlliedBarton (\$750 million). Investment management, equity research, institutional sales and trading. Focus on emerging markets, financial institutions, security and technology. Holds Series 7, 63, 79, 24.
- 2006 - 2008 **BANC OF AMERICA SECURITIES** **New York, NY**
Transaction Development Group/M&A, Managing Director. Responsible for idea generation and M&A and leveraged finance transactions for corporations and financial sponsors in several industries – diversified industrials, aerospace, defense and security, advanced industrial technologies, basic industries.
- 2000 - 2006 **GOLDMAN SACHS** **New York, NY**
Investment Banking, Managing Director. Responsible for coverage of the security and homeland defense sectors and idea generation for financial sponsors. Developed an industry leading analysis and future outlook for the security and homeland defense sector. Coverage spans a broad set of clients in security products and services, IT services and technology companies in areas such as biometrics, RFID and asset tracking, materials detection, IT security. Sector coverage includes large cap multi-industry clients (GE, United Technologies, Siemens, Schneider), defense companies (Raytheon, Safran), and more specialized technology oriented companies (CrossMatch, CRA, Analogic, Trimble, FLIR, ObjectVideo, Verint).
Seconded to the Executive Office to build an Internal Communications unit reporting to the CEO and COOs. Developed and implemented a firm-wide compliance and reputational integrity educational program to reach all 5,000 customer facing professionals.
- 1996 - 2000 **SALOMON SMITH BARNEY** **New York, NY**
Mergers and Acquisitions, Managing Director. Built a global Business Development Group. Responsibilities included M&A advisory for Financial Sponsors and corporations such as Maytag, Dupont, National Service Industries, Northrop Grumman, KKR, Bain and TH Lee.
- 1995 - 1996 **STRONG CAPITAL MANAGEMENT** **Milwaukee, WI**
Investment Management. Member of six person team managing \$4.5 billion in assets.
- 1988 - 1995 **CS FIRST BOSTON** **New York, NY**
Leveraged Finance, Vice President. Deals include: Masland (Kelso and Bain Capital); Welbilt (Kohlberg & Co.); Snapple, Big V Supermarkets and Health o meter (TH Lee), Davco, Chase Brass (CVC).
Merchant Banking Group. Member of nine person team managing \$1.2 billion of principal investments (bridge loans, LBOs and venture capital). Served as director of Regina and Long John Silver's.
- 1983 - 1986 **BOOZ, ALLEN AND HAMILTON** **Cleveland, OH**
Associate. Strategic advisory with a technology focus.

Education

- 1986 - 1988 **THE WHARTON SCHOOL, University of Pennsylvania** **Philadelphia, PA**
Master of Business Administration, June 1988
- 1978 - 1983 **MASSACHUSETTS INSTITUTE OF TECHNOLOGY** **Cambridge, MA**
Master and Bachelor of Science degrees in Mechanical Engineering, June 1983

Curriculum Vitae

Anne L. Wennerstrand, MS, MSW, LCSW-R
Address: 17 Rome Street, Norwalk, CT 06851
Phone: (646) 334-2895
Email: anne.wennerstrand.lcsw@gmail.com

EDUCATION

Master of Social Work, 1997
Hunter College School of Social Work, New York, NY
Winner: Jacob Goldfein Award

Master of Science, Dance/Movement Therapy, 1997
Hunter College School of Social Work, New York, NY

Bachelor of Fine Arts, Dance Performance, 1985
Purchase College, Purchase, New York

CURRENT POSITIONS HELD:

- 2023 - present Owner/Clinical Supervisor/Psychotherapist
Anne Wennerstrand Integrated Psychotherapy, LCSW, PC
Full Time Group Private Practice, Mount Kisco, NY + telehealth
- 1998 - 2023 Private Practice Psychotherapist, Full Time
New York, NY
Katonah, NY
Mount Kisco, NY
- 2022 - present Critical Incident Stress Management/Therapist
First Responders/Healthcare Professionals
Therapy Aid Coalition (National)
Quell Foundation First Responder Resilience Project, Tucson, AZ

ADDITIONAL PROFESSIONAL EXPERIENCE:

- 2015-2019 Co-Director, Clinical Training Program
The Women's Therapy Centre Institute
- 2012-2018 Governing Board of Directors
The Women's Therapy Centre Institute
- 2010 - 2014 Psychotherapist, The Connect & Change Project
Intimate Partner Violence Project
New York, NY
- 2004 – 2007 Psychotherapist, Dance/Movement Therapist, The Renfrew Center
Wilton, CT

- 1997 – 2001 Psychotherapist, Postgraduate Center for Mental Health
New York, NY
- 1997 – 2001 Psychotherapist, Career Transition for Dancers, New York, NY
- 1996 - 1997 The Postgraduate Center for Mental Health, New York, NY
Clinical Social Work Intern, Dance/Movement Therapy Intern
- 1995 - 1996 The Guidance Center, New Rochelle, NY
Clinical Social Work Intern, Dance/Movement Therapy Intern
- 1992 – 1998 Director of Undergraduate Dance Education, New York University
New York, NY
- 1990–1992 Activities Therapist, Arms Acres, Carmel, NY

SPECIALIZED TRAINING

- 2016-present Innerland Institute, Vancouver B.C., Switzerland, Mexico
Inquiry-Based Coaching (IBC)
- 1999-present The Women's Therapy Centre Institute
Certification in the treatment of eating and body image disorders
Feminist, Relational Psychotherapy Program
- 1999-present Laura Kogel, LCSW, Clinical Supervisor/Consultant
- 2013-present Dr. Paul Geltner, Clinical Supervisor/Consultant

LICENSURE, CERTIFICATION, REGISTRATION:

New York State Licensed Clinical Social Worker #R055772-1, Exp: 12/24
 Certified Field Work Instructor for MSW Candidates (SIFI)
 National Provider Number: 1497803506
 Accredited Coach, Innerland Institute, Vancouver, B.C. (2018)
 Certification in Critical Incident Stress Management/Debriefing (2023)

ACTIVE MEMBERSHIPS:

Women's Therapy Centre Institute
 North American Climate Psychology Alliance

TEACHING EXPERIENCE:

- 2005 - present Teaching Faculty/Educational Consultant
The Women's Therapy Centre Institute, New York, NY
- 1992 – 2001 Adjunct Professor, New York University

1999 – 2003 Adjunct Professor, Hunter College School of Social Work

VOLUNTEER ROLES:

2023 - present Norwalk Actions for Reproduction Action

2019 - present Mental Health Advocate and Family Spokesperson, Talbot
Advocacy in Memory of Carl Robby Talbot
National Alliance for Mental Illness
Treatment Advocacy Center
StopSolitaryCT

2016 - present Broadway Cares/Equity Fights AIDS volunteer
Dancers Responding to AIDS volunteer
Fire Island Dance Festival Summer Support Staff volunteer

2019 - 2023 Macaulay Honors College, City University of New York
Parent's Council, Student Wellness Committee

Presentations/In-Service Facilitations Led (select list):

(2022) MTZ Counseling, NY, NY advanced clinical seminar
(2019) Inquiry based coaching workshop advanced clinical seminar, NYC
(2018) Katonah Study Group for Integrative Medicine - HAES presentation
(2013) Fordham University Counseling Center - advanced clinical seminar
(2013) Gestalt Associates - advanced clinical seminar
(2013) Indwelling, Women's Therapy Centre Institute
(2012) Fordham University Counseling Center
(2011) Long Island University Doctoral Program
(2009) Indwelling, Women's Therapy Centre Institute, Friend's Seminary, NYC
(2009) Freedom Institute, New York City.
(2008) The Renfrew Center National Conference, Philadelphia, PA
(2008) Wilton, H.S. and New Canaan H.S. staff training
(2006) Western Connecticut State University
(2002) Association for the Advancement of Social Work with Groups, NY
(2002) Project Hospitality, Staten Island, NY.
(2001) Career Transition for Dancers, New York, NY.
(2001) Postgraduate Center for Mental Health, Eastside Clinic, NY
(2001) American Dance Guild Annual Conference, New York, NY.
(1999) American Dance Therapy Association Annual Conference, Philadelphia, PA.
(2000) Dancing in the Millenium Conference, International Joint Conference, Washington, DC.
(1998) The Art of the Matter.Dance Theatre Workshop, New York, NY.

List of publications and professional references provided upon request.

Katherine R. Williams-Murchison

 Norwalk, CT

 203-858-1883

 krwilliams48@gmail.com

PROFESSIONAL SKILLS

- Executive Administrator
- Confidentiality and discretion
- On-boarding, Offboarding & New Hire Orientation
- Event & Meeting Coordinator
- Cost Management
- Notary Public – State of CT

D

EXPERIENCE

The Law Office of Russell G. Small

Office Administrator/Legal Clerk

12/26/2023 - Present

- Serves clients and attorneys by developing and monitoring cases and documentation.
- Hires, trains, and supervises legal secretaries and other administrative support staff, and assigns paralegals and assistants to staff attorneys and cases.
- Inventories and orders office supplies.

State of North Carolina -Temp Solutions- (Remote Worker)

09/2021 – 7/28/2023

Executive Assistant for HR Deputy Director

- Managed and coordinated executive's extremely active calendar and ensure schedule is followed and respected, while continuously prioritizing and pivoting to meet the high volume of the office demands
- Collaborated closely with the HR Director and Deputy Director on executive-level projects and deliverables, while also considering historical knowledge and precedents of state government programs
- Monitored and reported on projects and day-to-day activities and progress, while advising on viable solutions, unique strategies, and creative approaches as they arise; Help to define project scope, potential roadblocks, and goals
- Managed the status, resources, and timelines for projects and work with internal and external stakeholders to provide updates on issues and resolutions while building and strengthening relationships for continued quality service
- Implemented and managed change when necessary while using independent judgment and analytical thinking to meet project and office demands; Evaluate and assess the results of an executed change to produce continued process improvement and ensure lean practices
- Conducted research, track metrics, and analyze data to prepare reports and implement products and strategies
- Implemented and maintained a high standard of design, format, and production with attention to detail
- Served as a liaison between leadership and employees (agency-wide) by fielding questions, interpreting communications and policy, and assisting to resolve problems with excellent customer service, while maintaining confidentiality on potentially sensitive matters
- Prepared and edited business correspondence, communications, presentations, and other informational documents
- Researched technical information pertaining to employees' personnel actions and various administrative materials for management

- Maintained and sustained office efficiency by organizing office operations and procedures, planning and implementing office systems, and procuring appropriate office equipment for maximum productivity
- Performed all clerical functions, such as answer phone calls, filing documents, schedule/coordinate meetings, receive visitors, arrange conference calls, order and maintain office supplies, and other office duties:
- Managed repository of files, databases, and reference materials via shared network filing system
- Organized and tracked procurement for recurring and ad hoc subscriptions/goods/services, ensuring appropriate technology/services is leveraged to execute tasks
- Facilitated meeting follow-up and prepare minutes as requested, ensuring transparency, team collaboration, and awareness
- Facilitated the onboarding/offboarding process for employees in the Central HR Office
- Managed travel details and subsequent reimbursement for leadership
- Processed and tracked various service and personnel award submissions
- Maintained records for exempt personnel, ensuring appropriate documents are received/recorded
- Conducted and submitted annual asset and supply inventory
- Place and track job orders for temporary employees

Full Circle Youth Empowerment, LLC

12/2019 – 6/2021

Administrative Assistant

- Provided office support to individual/team for the smooth transition of the business.
- Receptionist duties - fielding calls, receiving and directing visitors, processing client intake data, creating spreadsheets and presentations, and filing.
- Provided analytical data for the board meetings and other task as needed

Wallman Lam Firm, LLC

9/2018 – 8/2020

Legal Assistant

- Administrative duties while managing legal documentation and correspondence in strictest of confidence.
- Implemented and improved upon administrative processes for more efficient workflow
- Drafted documents and letters corresponding with counsels, courts and clients
- E-filing with courts

LexPro Research, Stamford, CT

3/2016 – 6/2018

Office Assistant

- Monitored companies main email inbox, organized calendar, sorted mail, daily bank deposits.
- Client Care
- Marketing – Communicated to client and warm leads by email and snail mail
- Ordered office supplies and other items needed for the office
- Bookkeeping – Banking, and reconciling statements (credit card, banks and supplier bills)
- Invoicing

Old Navy, Norwalk, CT

8/2015 – 11/2015

Business and Training Specialist

Identified training needs by evaluating strengths and weaknesses; Translated requirements into trainings that will groom employees for the next step of their career path; Built annual training program and prepare teaching plans; Developed or oversaw the production of classroom handouts, instructional materials, aids and manuals; Direct structured learning experiences and monitor their quality results; Acclimate new hires to the business and conduct orientation sessions; Deliver training courses; Assess training effectiveness to ensure incorporation of taught skills and techniques into employees work behavior; Periodically evaluate ongoing programs to ensure that they reflect any changes; Stay abreast of the new trends and tools in employee development.

Budget Truck Rental, Norwalk, CT

8/2013 – 3/2016

Branch Rental Manager

Responsibility in sales or operations, provide front line contact with prospects, manage a large fleet of vehicles, match vehicle availability with customer, coordinate all aspects of customer's account and ensure complete customer satisfaction. Listen to and resolve customer complaints regarding services, products, or personnel; monitor sales staff performance to ensure that goals are met; hire, train, and evaluate personnel; confer with company officials to develop methods and procedures to increase sales, expand markets, and promote business; direct and supervise associates engaged in sales, inventory-taking, reconciling cash receipts, or performing specific services, such as pumping gasoline for customers; provide staff with assistance in performing difficult or complicated duties; plan and prepare work schedules, and assign associates to specific duties; attend company meetings to exchange product information and coordinate work activities with other departments; prepare sales and inventory reports for management and budget departments; formulate pricing policies on merchandise according to profitability requirements; other projects and tasks as assigned by supervisor

Holiday Inn Express, Branford, CT

6/2014 – 12/3/2014

Guest Services Representative/Night Auditor**OTHER EMPLOYMENT****INROADS, Inc./New England Region, Stamford, CT**

2/2007 – 9/2012

COMMUNITY PHILANTHROPY

- Facilitator - INROADS Summer Training (2007 – 2011)
- Co-President of the PLTI (Parent Leadership Training Institute) Alumni Association (2007 – 2010)
- Facilitator - Casey Family Services Workshops (2009 – 2011)
- Coordinated with the National Black MBA/LOT (Leaders of Tomorrow) – Case Competition (2010)

EDUCATION**The World Trade Institute of Pace University, NY, NY**

1996 - 1998

International Trade Management

Export Documentation, Export/Import Letter of Credit, Customs Law for Importers, Import Regulations & Documentations, Customs Entry Preparations Workshop, Drawback and Ocean Shipping and Inland Transportation
Certified

The Berkeley School, White Plains, NY

1982 - 1984

Fashion Merchandise & Management – Associate Degree (intended)

(44 credits)

TECHNICAL SKILLS

Proficient in Microsoft Office Suite, Adobe Pro, Procure, NeoGov, Peoplesoft and Beacon; BEST Case; Stretto; Turbo Court; PACER, Epiq, strong oral and written communication skills with staff, vendors and clients; ability to work in a team environment as well as individually; can operate all office equipment, handle multiple tasks and priorities with accuracy and timeliness; effective problem solving skills; very flexible, able to competently handle assignments within deadlines; able to work effectively under pressure; an excellent event planner and willing to travel.

PATRICIA V. AGUDOW

212 Richards Avenue, #7
Norwalk, CT 06850

patricia.agudow@gmail.com

H: 203.857.0051
C: 203.606.0414

PROFILE

Business & Human Resources Leader with significant accomplishments in partnering with senior management to develop and to implement business and organizational strategies that contributes to growth and profitability within financial services, high-tech, emerging energy, utility, and manufacturing industries. Have demonstrated ability to provide leadership and counsel in all areas of Human Resources including organizational development, talent acquisition, employee relations, compensation, succession planning, performance management, training and development, and benefits. Regarded as an innovative thinker and a problem solver with excellent leadership, organizational, advisory and interpersonal skills.

PROFESSIONAL EXPERIENCE**OPEL TECHNOLOGIES INC, Shelton/Storrs, CT****November 2008 – March 2013**

A Venture Exchange Company (TSXV) headquartered in Toronto, Ontario, Canada with operations in Storrs, CT. Through OPEL Solar, Inc., designs, manufactures and markets solar-related products for PV solar energy systems worldwide. Through ODIS Inc., a U.S. company, designs III-V semiconductor devices for military, industrial and commercial applications. Start-up environment.

Vice President, Human Resources & Administration

- Member of the Senior Management Team and advisor to the CEO.
- Led the development and implementation of the first strategic human resources (HR) function and HR initiatives to leverage the human capital of the organization.
- Directed and developed all programs in compensation, recruitment, benefits, performance management, employee relations, training & development and immigration visa process.
- Collaborated with Board of Directors as a liaison to the Compensation Committee, the Corporate Governance Committee and other governance activities as required, maintaining compliance within Canada and the United States.
- With the CFO and Corporate Secretary managed the Company stock program, annual proxy and other shareholder and financial statement materials including writing the Compensation Discussion & Analysis for the Information Circular (Canadian Proxy).

TRANSWITCH CORPORATION, Shelton, CT**1999 - 2008**

NASDAQ Company with revenue peak of \$155 Million and 600 employees globally. Fabless developer of semiconductor chips for the telecommunication, data/video communications and converged wireline and wireless networks.

Vice President, Human Resources

Member of the Senior Management Operating Group and Advisor to the CEO. Responsible for building the Human Resources function for this dynamic, high-tech company operating in North America, Europe, India, Israel, and Pacific Rim Asia. Developed strategic and tactical human resources business plans to accomplish business objectives during **two dramatically variant economic cycles** in order to achieve operating profitability. Facilitated cooperation among various country cultures to build a cohesive, collaborative worldwide staff.

- Advisor to the Board of Directors and Liaison to the Compensation Committee of the Board of Directors. Coordinated and attended Compensation Committee meetings and delivered Board presentations on executive compensation alternatives, equity programs, staff retention and corporate governance.
- Collaborated with the Board of Directors on Corporate Governance & regulatory compliance matters. Directed the Proxy Statement SEC Compensation & Discussion Analysis.
- Established, staffed, and managed the HR function. Led recruitment effort globally, including entry into emerging countries (i.e., People's Republic of China and India), with one year seeing 100% staff growth.
- Nurtured strong partnerships with the leadership team in support of corporate and business unit operating plans.
- Developed the HR Strategic and Annual Business Plan and managed the HR Budget.
- Orchestrated the development of the TranSwitch Executive MBA program in conjunction with University of Illinois. Worked with the CEO organizing curriculum; managed the relationship with the University; identified management participants; and evaluated program results.

- Collaborated with Country Managers on an Exchange Program for Engineers from design centers in India, Europe and Israel coming to the U.S. to work in cross-functional teams. This included: obtaining visas; organizing housing; onboarding employees to U.S. policies; cultural sensitivity training; counseling & coaching international employees.
- Redesigned the total compensation program – base and variable incentives – for executive and staff levels.
- Established the first Competency Model for Leadership Development and collaborated with the Board of Directors on Succession Planning.
- Conducted HR due diligence for all Merger and Acquisition activity. Planned transition models for eleven acquisitions: five domestic; six international. Participated in financing presentations & due diligence.
- Planned and directed global staff reductions and office closures – reductions equaled 70% of staff.
- Directed tax, financial, and legal compliance of the global Stock Option Program.

GENERAL REINSURANCE CORPORATION, Stamford, CT

1986-1999

Fortune 500 worldwide reinsurance company with \$7 Billion in revenue and 3800 employees globally.

Vice President, Human Resources (1997-1999)

Joined corporate Global HR staff post acquisition of Cologne Re. Responsible for North American **Employee Relations and Recruitment**, developing a new corporate culture, and working as a business partner on all global Human Resources issues affecting the businesses. Leader to a staff of seven. Had regular Board of Director level interaction.

- Established first North American Employee Relations Strategy; rebuilt/staffed the Employee Relations function; implemented major changes to policies/programs, all with the unanimous approval of the Chairman and the Board.
- Planned and directed the first major restructuring effort which incorporated selection, notification, severance plans, outplacement selection and negotiation, exit strategies, and post notification change seminars for employees.
- Obtained 100% sign-off on all severance and general releases with no litigation.
- Led global team in creating a management development program designed to meld two corporate cultures into one.
- Reduced expenses by outsourcing HR function such as short-term disability, service awards, and matching gifts.
- Spearheaded global corporate strategic effort on succession and high potential planning.
- Implemented the first global mobility/expatriate policy for the corporation post acquisition.
- Established a base compensation program for a Gen Re subsidiary.

COLOGNE LIFE REINSURANCE COMPANY, Stamford, CT

(Acquired by Gen Re in 1994; \$520 Million in revenue.)

Second Vice President, Human Resources (1992-1997)

- Member of the Senior Management Operating Group. Advisor to the Chief Executive Officer.
- Led the establishment, staffing and implementation of the first strategic HR and Quality functions and ensured alignment with the corporate and divisional strategic objectives.
- Directed the HR functions of organizational design, re-engineering, compensation, recruitment, benefits and training. Ensured the effectiveness and timely implementation of all HR programs.

Assistant Vice President, Human Resources (1990-1992)

Director, Human Resources (1989-1990)

Manager, Human Resources (1986-1989)

CITIZENS UTILITIES COMPANY, Stamford, CT

1983-1986

Assistant Manager, Human Resources

ITT CORPORATION, Norwalk, CT

1977-1983

Personnel Administrator- ITT Flygt Corporation (1979-1983)

Personnel Assistant ITT-Advanced Technology Center (1977-1979)

EDUCATION

UNIVERSITY OF BRIDGEPORT: **BS, Management/Industrial Relations**, Summa cum Laude, GPA 3.95

CORNELL UNIVERSITY: **Sr. Executive Education Program**–HR Transformation & Functional Excellence
SYRACUSE UNIVERSITY: Journalism & Political Science Studies – Attended two years
LIMRA INTERNATIONAL/BABSON COLLEGE: **Certificate - Strategies for Executive Advancement**

PROFESSIONAL AFFILIATIONS

Society for Human Resources Management (**SHRM**) ♦ National Human Resources Association (**NHRA**)
The Connecticut Society – Washington, DC ♦ Women in Government Relations – Washington, DC
Women in Management (**WIM**) – Membership Committee

R

LORI TORRANO

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

FINANCIAL ADVISOR

EDWARD JONES INVESTMENTS – 1997-PRESENT

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

EMERGENCY TRAUMA CHAPLAIN

NORWALK HOSPITAL – 2007- PRESENT

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

ASSET MARKETING SPECIALIST, OMBUDSMAN

FEDERAL DEPOSIT INSURANCE CORPORATION – 1990-1996

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

ASSISTANT VICE PRESIDENT, RETAIL LENDING DIVISION

HOWARD SAVINGS BANK – 1988-1990

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

COMMUNITY INVOLVEMENT

Norwalk Redevelopment Agency-Past Member and Vice Chair

Norwalk Library Board of Directors- Past Member

Norwalk Fair Housing Advisory Commission-Past Member

Norwalk Human Relations Commission-Past Member and Chair

Visiting Nurse and Hospice-Past Volunteer

Open Door Shelter-Past Volunteer

REFERENCES AVAILABLE UPON REQUEST



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: March 6, 2024

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE? **Public Works**

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project DPW 2024-1 On-Call Engineering Services. The Agreement is for a period of three (3) years, billable on an hourly basis, for a sum not to exceed \$125,000.00/annually, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 13 40 10 5796 APW01
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09 24 4021 5777 C0315
09 24 4021 5777 C0318
09 24 4021 5777 C0440
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2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Weston & Sampson Engineers, Inc. for Project DPW 2024-1 On-Call Engineering Services. The Agreement is for a period of three (3) years, billable on an hourly basis, for a sum not to exceed \$125,000.00/annually, with an option to extend for two (2) additional terms of one (1) year each.

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09 24 4021 5777 C0471
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- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC for Project RD2024-1 Curbs and Sidewalks for Berkeley Street Area for a sum not to exceed \$1,888,185.00.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 24 4021 5777 C0440

- 4b. Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project RD2024-1 Curbs and Sidewalks for Berkeley Street Area for a sum not to exceed \$188,818.50.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 24 4021 5777 C0440

- 5a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Burns Construction Company, Inc., for Project PM2024-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$626,607.50.

Account No. 03 00 00 2602

- 5b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with Burns Construction Company, Inc., for Project PM2024-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$62,660.75.

Account No. 03 00 00 2602

- 6a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Pro-Electric Incorporated for the Electric Vehicle Charging Stations for a total not to exceed \$149,300.00.

Account No. 01 40 45 5462
01 40 45 5461
09 24 4031 5777 C0313
09 24 4031 5777 C0681
09 24 6030 5777 C0684
09 24 4021 5799 C0847

- 6b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$14,930.00.

Account No. 01 40 45 5462
01 40 45 5461
09 24 4031 5777 C0313
09 24 4031 5777 C0681
09 24 6030 5777 C0684
09 24 4021 5799 C0847

- 7a. Authorize the Mayor, Harry W. Rilling, to execute an extension for a 1 (One) year agreement with A. Vitti Excavators, LLC Project TMP 2022-4 Concrete Services ADA-ROW Improvements at Various Locations for an amount not to exceed \$500,000.00.

Account No. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824

- 7b. Authorize the Director of Transportation, Mobility and Parking, to execute an extension for 1 (One) year Orders on Contract with A. Vitti Excavators, LLC for project TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations, for an amount not to exceed \$50,000.00.

Account No. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824

8. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, and amendments thereto as may be necessary for the City of Norwalk to receive grant funds in the amount of \$179,400.00 from the Connecticut Department of Energy and Environmental Protection ("DEEP") and its WEVSE - ZEV Infrastructure Program (ZIP) for purchasing and installation of Electric Vehicle Charging Equipment (EVSE).
- 9a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project DRG2024-1 Lockwood and Heather Lane Drainage Improvements for a sum not to exceed \$3,332,150.00 which consists of the following breakdown: \$3,055,200.00 (Base Bid), \$148,000.00 (Sewer Separation), \$128,950.00 (Alternate #1).

Account No. 09 24 4021 5799 C0689
09 21 4021 5777 C0440

- 9b. Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project DRG2024-1 Lockwood and Heather Lane Drainage Improvements for a sum not to exceed \$333,215.00.

Account No. 09 24 4021 5799 C0689
09 21 4021 5777 C0440

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

EFFECTIVE DATE OF ACTION (if applicable):

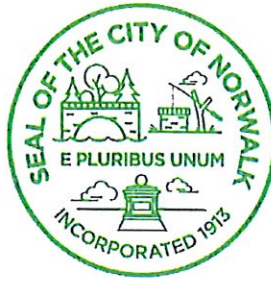
Upon adoption and compliance with Charter provisions



Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



Contract Staff Summary

Department/Staff Contact	DPW Jim Meehan – x47331	
Common Council Committee	Public Works Committee	
Date Approved by Committee		
Purpose/Scope	DPW2024-1 On-Call Engineering Services	
Vendor (Indicate if new or existing vendor)	Tighe & Bond, Inc.	
Term of Contract	Three (3) years with an option to extend for two (2) additional terms of one (1) year each	
Method of Procurement (Indicate if sole source)	RFP	
Cost of Contract	\$125,000.00	
Funding Source/Account Number	13 4010 5796 APW01 13 4010 5796 APW10 09 24 4021 5777 C0021 09 24 4021 5777 C0302 09 24 4021 5777 C0315	09 24 4021 5777 C0318 09 24 4021 5777 C0440 09 24 4021 5777 C0471 09 23 7100 5777 C0583
Additional Information/Other Details		

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
FROM: James Meehan, P.E. – Principal Engineer
RE: Project DPW2024-1 On-Call Engineering Services
DATE: February 28, 2024

The Department of Public Works has prepared a Request for Proposals (RFP) for “Project DPW2024-1.” This project consists of the City’s On-Call Engineering Services.

A selection committee was formed to review the proposals and make recommendations. After reviewing the proposals, the committee recommends that this contract be awarded to the following consultants: Tighe & Bond, Inc., Weston & Sampson Engineers, Inc., and AI Engineers, Inc..

I would like to request that the following items be included on the agenda for the March 6, 2024, Public Works Committee meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project DPW2024-1 On-Call Engineering Services. The Agreement is for a period of three (3) years, billable on an hourly basis, for a sum not to exceed \$125,000.00/annually, with an option to extend for two (2) additional terms of one (1) year each

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- 2) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Weston & Sampson Engineers, Inc. for Project DPW2024-1 On-Call Engineering Services. The Agreement is for a period of three (3) years, billable on an hourly basis, for a sum not to exceed \$125,000.00/annually, with an option to extend for two (2) additional terms of one (1) year each



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
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*Principal Engineer /
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125 East Avenue
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A copy of the bid information from the Purchasing Department for Project 4337, DPW2024-1 On-Call Engineering Services can be found at the link below.

<https://www.norwalkct.org/DocumentCenter/Index/1713>



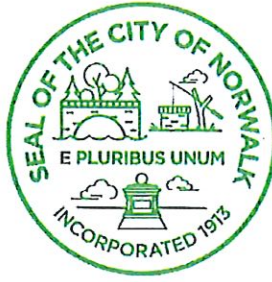
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Interviewed Firms:

1. *Tighe & Bond, Inc. – selection committee recommended firm*
2. *Weston & Sampson Engineers, Inc – selection committee recommended firm*
3. *AI Engineers – selection committee recommended firm*
4. Woodard & Curran

Active Submissions:

1. AECOM Technical Services, Inc.
2. AI Engineers, Inc.
3. AKRF, Inc.
4. Fuss & O'Neill
5. KS Engineers, P.C.
6. Stantec Consulting Services Inc.
7. Tighe & Bond, Inc.
8. Wengell, McDonnell & Costello, Inc.
9. Weston & Sampson Engineers, Inc.
10. Woodard & Curran



Contract Staff Summary

Department/Staff Contact	DPW Jim Meehan – x47331	
Common Council Committee	Public Works Committee	
Date Approved by Committee		
Purpose/Scope	DPW2024-1 On-Call Engineering Services	
Vendor (Indicate if new or existing vendor)	Weston & Sampson Engineers, Inc.	
Term of Contract	Three (3) years with an option to extend for two (2) additional terms of one (1) year each	
Method of Procurement (Indicate if sole source)	RFP	
Cost of Contract	\$125,000.00	
Funding Source/Account Number	13 4010 5796 APW01 13 4010 5796 APW10 09 24 4021 5777 C0021 09 24 4021 5777 C0302 09 24 4021 5777 C0315	09 24 4021 5777 C0318 09 24 4021 5777 C0440 09 24 4021 5777 C0471 09 23 7100 5777 C0583
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www.norwalkct.gov
jmeehan@norwalkct.gov

MEMORANDUM

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

FROM: James Meehan, P.E. – Principal Engineer

RE: Project DPW2024-1 On-Call Engineering Services

DATE: February 28, 2024

The Department of Public Works has prepared a Request for Proposals (RFP) for “Project DPW2024-1.” This project consists of the City’s On-Call Engineering Services.

A selection committee was formed to review the proposals and make recommendations. After reviewing the proposals, the committee recommends that this contract be awarded to the following consultants: Tighe & Bond, Inc., Weston & Sampson Engineers, Inc., and AI Engineers, Inc..

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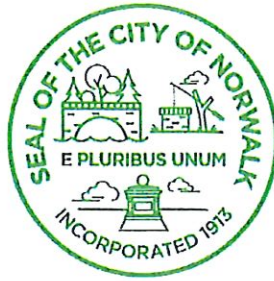
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Contract Staff Summary

Department/Staff Contact	DPW Jim Meehan – x47331	
Common Council Committee	Public Works Committee	
Date Approved by Committee		
Purpose/Scope	DPW2024-1 On-Call Engineering Services	
Vendor (Indicate if new or existing vendor)	AI Engineers, Inc.	
Term of Contract	Three (3) years with an option to extend for two (2) additional terms of one (1) year each	
Method of Procurement (Indicate if sole source)	RFP	
Cost of Contract	\$125,000.00	
Funding Source/Account Number	13 4010 5796 APW01 13 4010 5796 APW10 09 24 4021 5777 C0021 09 24 4021 5777 C0302 09 24 4021 5777 C0315	09 24 4021 5777 C0318 09 24 4021 5777 C0440 09 24 4021 5777 C0471 09 23 7100 5777 C0583
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MEMORANDUM

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

FROM: James Meehan, P.E. – Principal Engineer

RE: Project DPW2024-1 On-Call Engineering Services

DATE: February 28, 2024

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DEPARTMENT OF
ENGINEERING

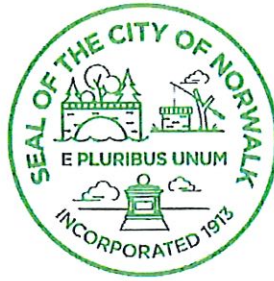
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Interviewed Firms:

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2. *Weston & Sampson Engineers, Inc – selection committee recommended firm*
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Active Submissions:

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6. Stantec Consulting Services Inc.
7. Tighe & Bond, Inc.
8. Wengell, McDonnell & Costello, Inc.
9. Weston & Sampson Engineers, Inc.
10. Woodard & Curran



Contract Staff Summary

Department/Staff Contact	DPW Daniel Stanton – x47981
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	RD2024-1 Curbs and Sidewalks for Berkeley Street Area
Vendor (Indicate if new or existing vendor)	Colonna Concrete & Asphalt Paving, LLC
Term of Contract	
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	\$2,077,003.50
Funding Source/Account Number	03 00 00 2602 09 23 7100 5777 C0583 09 24 4021 5777 C0318 29 24 4021 5777 C0440
Additional Information/Other Details	



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Daniel Stanton, PE
Senior Engineer/Department
of Engineering
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: James Meehan, P.E. – Principal Engineer
FROM: Daniel Stanton, PE – Senior Civil Engineer *JSV*
RE: Project Bid No. 4350 RD2024-1 Curbs and Sidewalks for Berkeley Street Area
DATE: February 29, 2024

The Department of Public Works has prepared plans for "Project RD2024-1." This project consists of the City's Curbs and Sidewalks for Berkeley Street Area.

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

- This project connects West Avenue to Maple Street, Arch St, Elm St, and Lynes St. providing a safe pedestrian corridor.
- Concrete Curbing and Sidewalk installation and replacements throughout
- Installation of various drainage structures
- Right of Way (ROW) grading and drainage

The Purchasing Agent opened the bids for this Project on February 28, 2024 and the apparent low bidder is Colonna Concrete & Asphalt Paving, LLC with a bid amount of \$1,888,185.00.

I have attached a copy of the selection results received from five (5) bidders for your reference, including an itemized comparison of the three (3) apparent low responsive bid results and Engineer's Estimate for your reference. Therefore, I would like to request that the following items be included on the agenda for the March 5, 2024, Public Works Committee meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC for Project RD2024-1 Curbs and Sidewalks for Berkeley Street Area for a sum not to exceed \$1,888,185.00.

Account No. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 24 4021 5777 C0440



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Daniel Stanton, PE
*Senior Engineer/Department
of Engineering*
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

- 2) Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project RD2024-1 Curbs and Sidewalks for Berkeley Street Area for a sum not to exceed \$188,818.50.

Account No. 03 00 00 2602
 09 23 7100 5777 C0583
 09 24 4021 5777 C0318
 09 24 4021 5777 C0440

A copy of the bid information from the Purchasing Department for Project 4350, RD2024-1 Curbs and Sidewalks for Berkeley Street Area be found at the link below.

<https://www.norwalkct.gov/DocumentCenter/Index/1773>



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Daniel Stanton, PE
*Senior Engineer/Department
of Engineering*
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

BID SHEET

PROJECT: RD2024-1
Curbs and Sidewalks for Berkeley Street Area

DATE: WEDNESDAY, FEBRUARY 28, 2024 2:00 P.M.
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BIDDER	BID AMOUNT	BID BOND
Colonna Concrete and Asphalt Paving Casualty 1233 Johnson Road Woodbridge, CT 06525	\$4,888,185.00 \$1,888,135.00 (Corrected Amount) (Math Error)	15% Employer Mutual Company
The Grasso Companies, LLC Company 57 Viaduct Road Stamford, CT 06907	\$2,097,360.00 \$2,120,920.00 (Corrected Amount) (Math Errors)	15% Argonaut Insurance
Burns Construction Company, Inc. Company 300 Sperry Avenue Stratford, CT 06615	\$2,204,962.50	15% Western Surety

Project Number : RD2024-1

Project Name : CURB AND SIDEWALK FOR BERKELEY STREET AND AREA

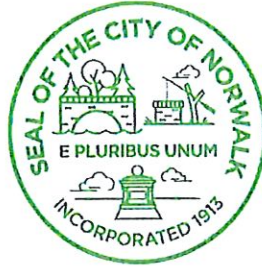
Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202000	EARTH EXCAVATION	650	\$10.00	\$6,500.00	\$20.00	\$13,000.00	\$30.00	\$19,500.00	\$7.00	\$4,550.00
0202002	ROCK EXCAVATION	10	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$411.67	\$4,116.70
0202451A	TEST PIT EXCAVATION	15	\$200.00	\$3,000.00	\$300.00	\$4,500.00	\$450.00	\$6,750.00	\$525.00	\$7,875.00
0202491	REMOVAL AND RESETTING OF GRANITE STONE CURBING	100	\$30.00	\$3,000.00	\$100.00	\$10,000.00	\$58.00	\$5,800.00	\$52.25	\$5,225.00
0202503A	REMOVAL OF CONCRETE CURBING	10	\$5.00	\$50.00	\$100.00	\$1,000.00	\$33.75	\$337.50	\$5.25	\$52.50
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	10	\$5.00	\$50.00	\$100.00	\$1,000.00	\$67.50	\$675.00	\$5.25	\$52.50
0302906	3/4" WASHED CRUSHED STONE	650	\$50.00	\$32,500.00	\$45.00	\$29,250.00	\$45.00	\$29,250.00	\$25.00	\$16,250.00
0304002	PROCESSED AGGREGATE BASE	50	\$10.00	\$500.00	\$25.00	\$1,250.00	\$27.00	\$1,350.00	\$31.50	\$1,575.00
0406201A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	5	\$150.00	\$750.00	\$200.00	\$1,000.00	\$345.00	\$1,725.00	\$140.00	\$700.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	1,900	\$70.00	\$133,000.00	\$120.00	\$228,000.00	\$70.00	\$133,000.00	\$75.00	\$142,500.00
0506001	CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	10	\$800.00	\$8,000.00	\$900.00	\$9,000.00	\$2,000.00	\$20,000.00	\$1,155.00	\$11,550.00
0507042A	RESET CATCH BASIN	21	\$800.00	\$16,800.00	\$2,000.00	\$42,000.00	\$550.00	\$11,550.00	\$603.75	\$12,678.75
0507449	TYPE "C-M" CATCH BASIN	12	\$5,500.00	\$66,000.00	\$6,000.00	\$72,000.00	\$5,000.00	\$60,000.00	\$2,500.00	\$30,000.00
0507781	RESET MANHOLE	1	\$800.00	\$800.00	\$2,000.00	\$2,000.00	\$430.00	\$430.00	\$603.75	\$603.75
0507792A	RECONSTRUCT CATCH BASIN	84	\$800.00	\$67,200.00	\$500.00	\$42,000.00	\$420.00	\$35,280.00	\$695.72	\$58,440.48
0507831	CONVERT CATCH BASIN TO MANHOLE	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,850.00	\$2,850.00	\$2,625.00	\$2,625.00
0602000	DEFORMED STEEL BARS	75	\$5.00	\$375.00	\$5.00	\$375.00	\$3.00	\$225.00	\$2.63	\$197.25
0651343A	MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
0651743	6" POLYVINYL CHLORIDE, SDR 35 STORM DRAINAGE PIPE	14	\$65.00	\$910.00	\$75.00	\$1,050.00	\$140.00	\$1,960.00	\$52.50	\$735.00
0686230.10	10" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	8	\$75.00	\$600.00	\$125.00	\$1,000.00	\$160.00	\$1,280.00	\$50.00	\$400.00
0686230.12	12" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	140	\$75.00	\$10,500.00	\$150.00	\$21,000.00	\$90.00	\$12,600.00	\$75.00	\$10,500.00
0811001A	CONCRETE CURBING	1	\$50.00	\$50.00	\$100.00	\$100.00	\$100.00	\$100.00	\$47.25	\$47.25
0811008A	CONCRETE CURBING - 6" X 20" - <32"	1	\$80.00	\$80.00	\$125.00	\$125.00	\$100.00	\$100.00	\$52.50	\$52.50
0811009A	CONCRETE CURBING - 6" X 32" - 42"	1	\$120.00	\$120.00	\$150.00	\$150.00	\$100.00	\$100.00	\$78.75	\$78.75
0813013A	16"X5" GRANITE STONE CURBING (CURVED)	500	\$85.00	\$42,500.00	\$80.00	\$40,000.00	\$113.00	\$56,500.00	\$70.09	\$35,045.00
0813015A	5" X 16" GRANITE STONE CURBING (STRAIGHT)	5,610	\$67.00	\$375,870.00	\$70.00	\$392,700.00	\$85.50	\$479,655.00	\$59.59	\$334,299.90
0813500	RESET STONE BLOCK DRIVEWAY	25	\$30.00	\$750.00	\$100.00	\$2,500.00	\$67.50	\$1,687.50	\$31.50	\$787.50

Wednesday, February 28, 2024

Project Number : RD2024-1
 Project Name : CURB AND SIDEWALK FOR BERKELEY STREET AND AREA

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0814001	RESET STONE CURBING	50	\$40.00	\$2,000.00	\$50.00	\$2,500.00	\$77.75	\$3,887.50	\$26.25	\$1,312.50
0815001	BITUMINOUS CONCRETE LIP CURBING	50	\$20.00	\$1,000.00	\$15.00	\$750.00	\$15.00	\$750.00	\$5.25	\$262.50
0913001	4" HIGH CHAIN LINK FENCE	110	\$70.00	\$7,700.00	\$60.00	\$6,600.00	\$82.50	\$9,075.00	\$93.00	\$10,230.00
0914040A	PEDESTRIAN RAILING	32	\$200.00	\$6,400.00	\$100.00	\$3,200.00	\$415.00	\$13,280.00	\$50.00	\$1,600.00
0921001A	CONCRETE SIDEWALK	26,190	\$13.00	\$340,470.00	\$14.00	\$366,660.00	\$17.00	\$445,230.00	\$10.00	\$261,900.00
0921011A	CONCRETE DRIVEWAY RAMP	5,610	\$18.00	\$100,980.00	\$16.00	\$89,760.00	\$21.50	\$120,615.00	\$11.00	\$61,710.00
0921014A	PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	3,400	\$34.00	\$115,600.00	\$24.00	\$81,600.00	\$45.75	\$155,550.00	\$45.00	\$153,000.00
0921021A	RELAY PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	50	\$20.00	\$1,000.00	\$40.00	\$2,000.00	\$17.00	\$850.00	\$43.75	\$2,187.50
0921045	REPLACE STONE SIDEWALK	50	\$10.00	\$500.00	\$50.00	\$2,500.00	\$33.75	\$1,687.50	\$31.50	\$1,575.00
0921099A	FLEX-PAVE PAVEMENT	360	\$40.00	\$14,400.00	\$50.00	\$18,000.00	\$80.00	\$28,800.00	\$50.00	\$18,000.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	10	\$60.00	\$600.00	\$100.00	\$1,000.00	\$75.00	\$750.00	\$52.50	\$525.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	800	\$60.00	\$48,000.00	\$75.00	\$60,000.00	\$58.00	\$46,400.00	\$50.00	\$40,000.00
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	190	\$30.00	\$5,700.00	\$50.00	\$9,500.00	\$38.25	\$7,267.50	\$27.30	\$5,187.00
0944003A	FURNISHING AND PLACING TOPSOIL	1,100	\$10.00	\$11,000.00	\$15.00	\$16,500.00	\$30.00	\$33,000.00	\$11.55	\$12,705.00
0949000	WOOD CHIP MULCH	1	\$30.00	\$30.00	\$100.00	\$100.00	\$850.00	\$850.00	\$15.75	\$15.75
0950003A	TURF ESTABLISHMENT (LAWN)	750	\$5.00	\$3,750.00	\$3.00	\$2,250.00	\$5.00	\$3,750.00	\$1.05	\$787.50
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	1,800	\$35.00	\$63,000.00	\$60.00	\$108,000.00	\$85.00	\$153,000.00	\$55.00	\$99,000.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$80,000.00	\$80,000.00	\$100,000.00	\$100,000.00	\$22,000.00	\$22,000.00	\$75,000.00	\$75,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$50,000.00	\$50,000.00	\$55,000.00	\$55,000.00	\$10,000.00	\$10,000.00	\$55,000.00	\$55,000.00
0980003A	PROJECT SURVEY AND STAKEOUT	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
1000010A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
1010001	CONCRETE HANDHOLE	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00	\$1,000.00	\$1,000.00
1010052	CAST IRON HANDHOLE COVER	1	\$600.00	\$600.00	\$500.00	\$500.00	\$1,165.00	\$1,165.00	\$300.00	\$300.00
1302060A	RESET GATE BOXES	110	\$50.00	\$5,500.00	\$200.00	\$22,000.00	\$100.00	\$11,000.00	\$52.50	\$5,775.00
1303201	RELOCATE EXISTING FIRE HYDRANT	2	\$7,500.00	\$15,000.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00	\$0.00	\$0.00
			\$1,888,135.00		\$2,120,920.00		\$2,204,962.50		\$1,728,010.58	

Project Number :		RD2024-1									
Project Name :		CURB AND SIDEWALK FOR BERKELEY STREET AND AREA									
Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima		
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
Second Bidder : THE GRASSO COMPANIES LLC											
Third Bidder : BURNS CONSTRUCTION COMPANY, INC.											



Contract Staff Summary

Department/Staff Contact	Department of Public Works / Wilber Giron
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	This project consists of the City's annual permanent roadway repairs and surfacing restoration program
Vendor (Indicate if new or existing vendor)	Burns Construction Company, Inc.
Term of Contract	One (1) Year
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	Base Contract: \$626,607.50. 10% Contingency: \$62,660.75
Funding Source/Account Number	03 00 00 2602
Additional Information/Other Details	



CITY OF NORWALK
Wilber Giron, P.E.
Permit Engineer /
Department of Engineering
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7801
www.norwalkct.gov
wgiron@norwalkct.gov

MEMORANDUM

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

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

RE: Project PM2024-2 Permanent Pavement Repairs & Surface Restoration

DATE: February 29, 2024

The Department of Public Works has prepared plans for “Project PM2024-2.” This project consists of permanent pavement repairs and surface restoration from utility, land development, and projects in the City of Norwalk. The City has received a total of three (3) bids for the proposed project.

After reviewing the bid results, we recommend that this contract be awarded to the lowest responsible bidder, Burns Construction Company, Inc. I have attached a copy of the Bid Results and the Itemized Bid Comparison of the three (3) bidders.

I would like to request that the following items be included on the agenda for the March 5, 2024, Public Works Committee meeting.

1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Burns Construction Company, Inc., for Project PM2024-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$626,607.50.
Account No. 03 00 00 2602

2) Authorize the Chief of Operations and Public Works, to execute orders on Contract with Burns Construction Company, Inc., for Project PM2024-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$62,660.75
Account No. 03 00 00 2602

A copy of the bid information from the Purchasing Department for Project 4347, PM2024-2 PERMANENT PAVEMENT REPAIRS & SURFACE RESTORATION can be found at the link below.
<https://www.norwalkct.gov/DocumentCenter/Index/1773>



DEPARTMENT OF
ENGINEERING

City of Norwalk
Department of Operations and Public Works

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov

BID SHEET

PROJECT: PM2024-2
PERMANENT ROADWAY REPAIRS & SURFACE RESTORATION

DATE: WEDNESDAY, FEBRUARY 29, 2024 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
Burns Construction Company, Inc. 300 Sperry Avenue Stratford, CT 06615	\$626,607.50 (Apparent Low Bidder)	15% Western Surety Company
P&S Paving, Inc. 461 North Main Street Seymour, CT 06483	\$ 549,375.00 \$ 668,175.00 (Corrected Amount) Mathematical Error	15% Great Midwest Insurance Company
B&W Paving & Landscaping LLC. 305 Butlertown Road Oakdale, CT 06370	\$784,175.00	15% United States Fire Insurance Company
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

Project Number : PM2024-2

Project Name : PERMANENT ROADWAY REPAIRS & SURFACE RESTORATION

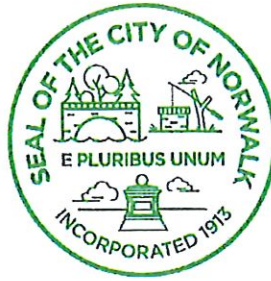
Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202000	EARTH EXCAVATION	65	\$55.00	\$3,575.00	\$70.00	\$4,550.00	\$100.00	\$6,500.00	\$30.00	\$1,950.00
0304002	PROCESSED AGGREGATE BASE	100	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$100.00	\$10,000.00	\$52.50	\$5,250.00
0401015A	REINFORCED CONCRETE PAVEMENT REPAIR	925	\$52.00	\$48,100.00	\$40.00	\$37,000.00	\$66.00	\$61,050.00	\$33.65	\$31,126.25
0404110A	PERMANENT ASPHALT PLUGS	5	\$580.00	\$2,900.00	\$50.00	\$250.00*	\$1,000.00	\$5,000.00	\$328.13	\$1,640.65
0406201A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	500	\$215.00	\$107,500.00	\$200.00	\$100,000.00	\$100.00	\$50,000.00	\$275.63	\$137,815.00
0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	80	\$200.00	\$16,000.00	\$150.00	\$12,000.00	\$85.00	\$6,800.00	\$183.75	\$14,700.00
0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	725	\$130.00	\$94,250.00	\$125.00	\$90,625.00	\$80.00	\$58,000.00	\$170.63	\$123,706.75
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	800	\$85.00	\$68,000.00	\$70.00	\$56,000.00	\$79.00	\$63,200.00	\$82.69	\$66,152.00
0406279A	MILL FULL LANE 1.5" (40 LF TO 200 LF)	350	\$22.00	\$7,700.00	\$4.00	\$1,400.00	\$35.00	\$12,250.00	\$39.38	\$13,783.00
0406280A	MILL FULL LANE 1.5" (> 200 LF)	5,500	\$5.00	\$27,500.00	\$4.00	\$22,000.00	\$33.00	\$181,500.00	\$27.56	\$151,580.00
0406282A	MILL FULL LANE 2" (> 200 LF)	200	\$23.00	\$4,600.00	\$4.00	\$800.00	\$39.00	\$7,800.00	\$30.00	\$6,000.00
0406451A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (40 LF TO 200 LF)	30	\$480.00	\$14,400.00	\$300.00	\$9,000.00	\$390.00	\$11,700.00	\$433.13	\$12,993.90
0406452A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (> 200 LF)	500	\$182.00	\$91,000.00	\$250.00	\$125,000.00	\$300.00	\$150,000.00	\$295.31	\$147,655.00
0406453A	BITUMINOUS CONCRETE 2" OVERLAY FULL LANE (40 LF TO 200 LF) (0.5")	20	\$480.00	\$9,600.00	\$250.00	\$5,000.00	\$400.00	\$8,000.00	\$440.00	\$8,800.00
0406454A	BITUMINOUS CONCRETE 2" OVERLAY FULL LANE (> 200 LF)	20	\$480.00	\$9,600.00	\$250.00	\$5,000.00	\$400.00	\$8,000.00	\$300.00	\$6,000.00
0406999A	ASPHALT ADJUSTMENT COST	1	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00
0507001A	TYPE "C" CATCH BASIN	5	\$4,750.00	\$23,750.00	\$800.00	\$4,000.00	\$5,500.00	\$27,500.00	\$3,937.50	\$19,687.50
0507781	RESET MANHOLE	5	\$750.00	\$3,750.00	\$300.00	\$1,500.00	\$2,000.00	\$10,000.00	\$1,312.50	\$6,562.50
0507792A	RECONSTRUCT CATCH BASIN	5	\$730.00	\$3,650.00	\$250.00	\$1,250.00	\$1,500.00	\$7,500.00	\$656.25	\$3,281.25
0811001A	CONCRETE CURBING	10	\$125.00	\$1,250.00	\$240.00	\$2,400.00	\$200.00	\$2,000.00	\$65.63	\$656.30
0813015A	5" X 16" GRANITE STONE CURBING (STRAIGHT)	10	\$125.00	\$1,250.00	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$71.40	\$714.00
0815001	BITUMINOUS CONCRETE LIP CURBING	40	\$43.00	\$1,720.00	\$20.00	\$800.00	\$20.00	\$800.00	\$13.13	\$525.20
0921001A	CONCRETE SIDEWALK	300	\$42.00	\$12,600.00	\$35.00	\$10,500.00	\$40.00	\$12,000.00	\$32.81	\$9,843.00
0921011A	CONCRETE DRIVEWAY RAMP	25	\$90.00	\$2,250.00	\$50.00	\$1,250.00	\$47.00	\$1,175.00	\$39.38	\$984.50
0921014A	PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	50	\$80.00	\$4,000.00	\$30.00	\$1,500.00	\$65.00	\$3,250.00	\$39.38	\$1,969.00

Project Number : PM2024-2
Project Name : PERMANENT ROADWAY REPAIRS & SURFACE RESTORATION

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0921021A	RELAY PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	50	\$80.00	\$4,000.00	\$28.00	\$1,400.00	\$50.00	\$2,500.00	\$39.38	\$1,969.00
0921099A	FLEXI-PAVE PAVEMENT	350	\$57.50	\$20,125.00	\$56.00	\$19,600.00	\$140.00	\$49,000.00	\$59.06	\$20,671.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	25	\$85.00	\$2,125.00	\$60.00	\$1,500.00	\$80.00	\$2,000.00	\$65.63	\$1,640.75
0922501A	BITUMINOUS CONCRETE DRIVEWAY	25	\$85.00	\$2,125.00	\$60.00	\$1,500.00	\$80.00	\$2,000.00	\$65.63	\$1,640.75
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	10	\$60.00	\$600.00	\$90.00	\$900.00	\$50.00	\$500.00	\$39.38	\$393.80
0944003A	FURNISHING AND PLACING TOPSOIL	50	\$22.00	\$1,100.00	\$48.00	\$2,400.00	\$15.00	\$750.00	\$19.69	\$984.50
0950003A	TURF ESTABLISHMENT (LAWN)	50	\$17.00	\$850.00	\$30.00	\$1,500.00	\$10.00	\$500.00	\$1.31	\$65.50
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	300	\$5.75	\$1,725.00	\$400.00	\$120,000.00*	\$2.00	\$600.00	\$7.22	\$2,166.00
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	50	\$5.75	\$287.50	\$4.00	\$200.00	\$2.00	\$100.00	\$7.22	\$361.00
1210103	4" DOUBLE YELLOW EPOXY RESIN PAVEMENT MARKINGS	300	\$12.50	\$3,750.00	\$8.00	\$2,400.00	\$4.00	\$1,200.00	\$14.44	\$4,332.00
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	350	\$25.50	\$8,925.00	\$15.00	\$5,250.00	\$8.00	\$2,800.00	\$36.75	\$12,862.50
1210106	12" WHITE EPOXY RESIN PAVEMENT MARKINGS	100	\$25.50	\$2,550.00	\$20.00	\$2,000.00	\$17.00	\$1,700.00	\$31.50	\$3,150.00
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	100	\$50.00	\$5,000.00	\$12.00	\$1,200.00	\$20.00	\$2,000.00	\$63.00	\$6,300.00
1302060A	RESET GATE BOXES	10	\$200.00	\$2,000.00	\$100.00	\$1,000.00	\$600.00	\$6,000.00	\$131.25	\$1,312.50
			\$626,607.50		\$668,175.00		\$784,175.00		\$837,725.10	

Apparent Low Bidder : BURNS CONSTRUCTION COMPANY, INC.
Second Bidder : P&S Paving, Inc.
Third Bidder : B&W PAVING & LANDSCAPING, LLC

*Indicates Mathematical Correction



Contract Staff Summary

Department/Staff Contact	DPW - Office of Building Management Neil Rennie x47709 – Vanessa Valadares x47902
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	Electric Vehicle Charging Stations
Vendor (Indicate if new or existing vendor)	Pro-Electric, Inc.
Term of Contract	As required to complete project
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	\$149,300.00
Funding Source/Account Number	01 40 45 5462 09 24 4031 5777 C0313 09 24 4031 5777 C0681 09 24 6030 5777 C0684 09 24 4021 5799 C0847
Additional Information/Other Details	

TO: MEMBERS OF PUBLIC WORKS COMMITTEE

FROM: Vanessa Valadares

DATE: February 22, 2024

**RE: ELECTRIC VEHICLE CHARGING STATIONS – CITY HALL
AND DEPARTMENT OF PUBLIC WORKS**

The administration decided to install electrical infrastructure to support up to 9 dual charging stations, with the initial set up to allow for charging capability for 6 parking spaces at the following locations.

- City Hall Municipal Lot – 125 East Avenue
- City Hall Public Lot – 125 East Avenue
- Department of Public Works – 15 South Smith Street

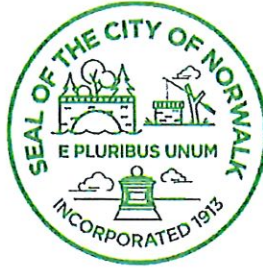
On January 12, 2024, the City's Purchasing Department solicited bids for EV Charging Stations for City Hall and DPW.

FIRM	TOTAL LUMP SUM BID
Pro-Electric, Incorporated	\$149,300.00
Sal Sabia Electrical Contractor, Inc.	\$165,966.00
L. Holzner Electric Company	\$245,000.00
Earthlight Technologies LLC.	\$255,468.31
Banton Construction Company	\$269,500.00

After reviewing the response submissions for the above-mentioned project, the Purchasing Department and the Office of Building Management recommend the award to the lowest responsible bidder, **Pro-Electric Incorporated**.

ACTION REQUESTED:

- Authorize the Mayor, Harry W. Rilling, to execute an agreement with Pro-Electric Incorporated for the Electric Vehicle Charging Stations for a total not to exceed \$149,300.00. Funds are available from the following account#.**
- Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$14,930.00 from account#**



Contract Staff Summary

Department/Staff Contact	Transportation, Mobility, and Parking Greg Pacelli, gpacelli@norwalkct.gov Troy Deering, tdeering@norwalkct.gov			
Common Council Committee	Public Works Committee of the Common Council			
Date Approved by Committee				
Purpose/Scope	This project consists of a wide range of small concrete and bituminous concrete related infrastructure improvement projects that upgrade existing infrastructure in order to meet ADA accessibility standards on various roadways and intersections across the city. This is for a one-year extension based on the bid advertisement and executed contract in 2023.			
Vendor (Indicate if new or existing vendor)	A. VITTI EXCAVATORS, LLC			
Term of Contract	1 (One) Year			
Cost of Contract	ITB for Construction			
Funding Source/Account Number	0923	4120	5777	C0441
	0924	3750	5777	C0441
	0923	4120	5777	C0581
	0924	3750	5777	C0581
	0924	3750	5777	C0649
	0924	3750	5777	C0777
	0923	4120	5777	C0824
	0924	3750	5777	C0824



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: Jim Travers, Director Transportation, Mobility, and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 Assistant Director Transportation
Greg Pacelli, Transportation Planner
Troy Deering, Road Construction Project Manager

REF: Authorize the Mayor, Harry W. Rilling to execute a 1 (One) year contract extension on an existing contract with A. Vitti Excavators, LLC. TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations, for an amount not to exceed \$500,000.00 annually.

DATE: February 28th, 2024

Memorandum

The Department of Transportation, Mobility, and Parking has prepared documents for TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations. This project consisted of a wide range of small concrete and bituminous concrete related infrastructure improvement projects that upgrade existing infrastructure in order to meet ADA accessibility standards on various roadways and intersections across the city. Over the past year, improvement projects included various types of projects across the city, such as installation of anticipated Handicap Ramps (ADA Compliant), connecting missing sidewalk segments with ADA compliant sidewalks and curbing, and the installation of raised crosswalks as a traffic calming measure. For 2024, TMP plans to perform infrastructure upgrades on other roadway related projects that meets city ADA standards and create safer roadways for all users.

On February 1st, 2023, a bid opening was held for project TMP 2022-4. One competitive bid, which is attached, was received. On February 14th, 2023, the Common Council approved the first year of the contract and the contract was awarded to A. Vitti Excavators, LLC. This agreement is to extend the contractor, A. Vitti Excavators LLC, for 1 (one) year, which was included in the original base contract. Based on the awarded contract in 2023, Transportation, Mobility, and Parking requests adding the following items to the March 5th meeting of the Public Works Committee. We request that the committee approve the extension so TMP can continue to construct small but impactful mobility improvements across the city.

- a. Authorize the Mayor, Harry W. Rilling to execute an extension for a 1 (One) year agreement with A. Vitti Excavators, LLC Project TMP 2022-4 Concrete Services ADA-ROW Improvements at Various Locations for an amount not to exceed \$500,000.00.

Account No.

0923	4120	5777	C0441
0924	3750	5777	C0441
0923	4120	5777	C0581
0924	3750	5777	C0581
0924	3750	5777	C0649
0924	3750	5777	C0777
0923	4120	5777	C0824
0924	3750	5777	C0824

- b. Authorize the Director of Transportation, Mobility and Parking, to execute an extension for 1 (One) year Orders on Contract with A. Vitti Excavators, LLC for project TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations, for an amount not to exceed \$50,000.00.

Account No.

0923	4120	5777	C0441
0924	3750	5777	C0441
0923	4120	5777	C0581
0924	3750	5777	C0581
0924	3750	5777	C0649
0924	3750	5777	C0777
0923	4120	5777	C0824
0924	3750	5777	C0824

A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.org/DocumentCenter/Index/1713>

Bid Sheet is Attached

Project Number - TMP2022-4

Project Name - Concrete Services ADA – ROW Improvements at Various Locations

ITEM	ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE
1	0202000	EARTH EXCAVATION <u>SIXTY DOLLARS</u> <u>AND ZERO CENTS</u> Per CUBIC YARD	C.Y.	1	\$60.00
2	0202100	ROCK EXCAVATION <u>TWO HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per CUBIC YARD	C.Y.	1	\$200.00
3	0202452A	TEST PIT <u>ONE THOUSAND FIVE HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$1,500.00
4	0202502	REMOVAL OF CONCRETE PAVEMENT <u>TWENTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$25.00
5	0202503A	REMOVAL OF CONCRETE CURB <u>THIRTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$30.00
6	0202504A	REMOVAL OF BITUMINOUS CONCRETE CURB <u>TWENTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$25.00
7	0304002	PROCESSED AGGREGATE BASE <u>SIXTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per CUBIC YARD	C.Y.	1	\$65.00
8	0406201A	'ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) <u>TWO HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE YARD	S.Y.	1	\$200.00

Page 1 of 6

CONTRACTOR'S NAME

A. VITTI EXCAVATOR, LLC

PROPOSAL

Project Number - TMP2022-4

Project Name - Concrete Services ADA – ROW Improvements at Various Locations

9	0406202A	'ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) <u>ONE HUNDRED SEVENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SAQUARE YARD	S.Y.	1	\$170.00
10	0406203A	'ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) <u>ONE HUNDRED FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$150.00
11	0406204A	'ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$100.00
12	0506001	CONCRETE FOR RETAINING WALLS, STEPS, AND COPINGS <u>ONE THOUSAND FIVE HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per CUBIC YARD	C.Y.	1	\$1,500.00
13	0506026	RETAINING WALL <u>SEVENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FEET	S.F.	1	\$70.00
14	0507001A	TYPE "C" CATCH BASIN <u>FOUR THOUSAND FIVE HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$4,500.00
15	0507042A	RESET CATCH BASIN <u>ONE THOUSAND TWO HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$1,200.00
16	0507781	RESET MANHOLE <u>ONE THOUSAND TWO HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$1,200.00

CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC

PROPOSAL

Project Number - TMP2022-4

Project Name - Concrete Services ADA - ROW Improvements at Various Locations

17	0507792A	RECONSTRUCT CATCH BASIN <u>NINE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per V.F.	V.F.	1	\$900.00
18	0507821	CONVERT CATCH BASIN TO TYPE C-L CATCH BASIN <u>ONE THOUSAND FIVE HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$1,500.00
19	0811001A	CONCRETE CURBING <u>SEVENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$70.00
20	0811007A	CONCRETE CURBING (<45 LF PER MOB.) <u>ONE HUNDRED THIRTY FIVE</u> <u>DOLLARS AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$135.00
21	0811008A	CONCRETE CURBING 6" X > 20" - <32" <u>ONE HUNDRED THIRTY FIVE</u> <u>DOLLARS AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$135.00
22	0811009A	CONCRETE CURBING 6" X 32" - 42" <u>ONE HUNDRED THIRTY FIVE</u> <u>DOLLARS AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$135.00
23	0812000A	EXTRUDED CONCRETE CURB <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$100.00
24	0813015A	5" X 16" GRANITE STONE CURBING (STRAIGHT) <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$100.00
25	0813016A	5" X 10" GRANITE STONE CURBING (STRAIGHT) <u>NINETY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$90.00

CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC

PROPOSAL

Project Number - TMP2022-4

Project Name - Concrete Services ADA – ROW Improvements at Various Locations

26	0813017A	5" X 16" GRANITE STONE CURBING (CURVED) <u>ONE HUNDRED THIRTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$130.00
27	0813500	RESET STONE BLOCK DRIVEWAY <u>SIXTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$60.00
28	0814001	RESET STONE CURBING <u>EIGHTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$80.00
29	0815001	BITUMINOUS CONCRETE LIP CURBING <u>TWENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$20.00
30	0911010A	CONCRETE DRIVEWAY RAMP (<90 SF PER MOB.) <u>ONE HUNDRED TWENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$120.00
31	0921001A	CONCRETE SIDEWALK <u>TWENTY THREE DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$23.00
32	0921004A	CONCRETE SIDEWALK (<110 SF PER MOB.) <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$100.00
33	0921011A	CONCRETE DRIVEWAY RAMP <u>TWENTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$25.00

CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC

PROPOSAL

Project Number - TMP2022-4

Project Name - Concrete Services ADA - ROW Improvements at Various Locations

34	0921014A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY <u>FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FEET	S.F.	1	\$50.00
35	0921015A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY OTHER <u>SIXTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$60.00
36	0921016A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY EDGING <u>FOUR HUNDRED FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$450.00
37	0922001A	BITUMINOUS CONCRETE SIDEWALK <u>SEVENTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE YARD	S.Y.	1	\$75.00
38	0922501A	BITUMINOUS CONCRETE DRIVEWAY <u>EIGHTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$80.00
39	0924007A	HANDICAP RAMPS (ADA COMPLIANT) <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$100.00
40	0944003A	FURNISHING AND PLACING TOPSOIL <u>TWENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE YARD	S.Y.	1	\$20.00
41	0949000	WOOD CHIP MULCH <u>FIFTEEN DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$15.00

CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC PROPOSAL

Project Number - TMP2022-4

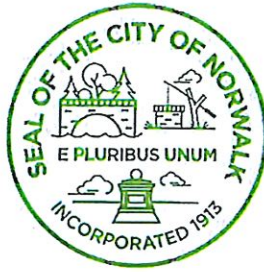
Project Name - Concrete Services ADA – ROW Improvements at Various Locations

42	0949606	ROOT BARRIER <u>ONE HUNDRED FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$150.00
43	0950003A	TURF ESTABLISHMENT (LAWN) <u>TEN DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE YARD	S.Y.	1	\$10.00
44	0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3 PERCENT OF BID) FIFTEEN THOUSAND DOLLARS	ALLOW	1	\$ 15,000
		Per ALLOWANCE			
45	0980002A	PROJECT SURVEY AND STAKEOUT TWENTY THOUSAND DOLLARS	ALLOW	1	\$ 20,000
		Per ALLOWANCE			
46	1000210A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY TEN THOUSAND DOLLARS	ALLOW	1	\$ 10,000
		Per ALLOWANCE			
47	1251090A	RAISED BITUMINOUS CONCRETE CROSSWALK AND SPEED TABLE <u>THREE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$300.00
48	1302060A	RESET GATE BOXES <u>FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per EACH	EACH	1	\$50.00

CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC

PROPOSAL



Contract Staff Summary

Department/Staff Contact	Department of Public Works / Daniel Stanton, PE
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	The purpose of this project is to enhance water quality through a comprehensive sewer separation initiative, which will also alleviate flooding for 158 properties within the city. To achieve this, the project will involve upgrading and appropriately sizing pipes and structures to meet Norwalk's drainage standards.
Vendor (Indicate if new or existing vendor)	Colonna Concrete & Asphalt Paving, Inc.
Term of Contract	Four Hundred Thirty (430) calendar days from Notice to Proceed
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	Base Contract: \$3,332,150.00. 10% Contingency: \$333,215.00 Total: \$3,665,365.00
Funding Source/Account Number	09 24 4021 5799 C0689 09 21 4021 5777 C0440
Additional Information/Other Details	



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Daniel Stanton, PE
*Senior Engineer/Department
of Engineering*
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

MEMORANDUM

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

CC: James Meehan, P.E. – Principal Engineer

FROM: Daniel Stanton, PE – Senior Civil Engineer

RE: Project DRG2024-1 Lockwood and Heather Lane Drainage Improvement Project

DATE: March 5, 2024

The Department of Public Works has prepared plans for “Project DRG2024-1.” This project consists of the City’s storm drainage improvements for the Lockwood and Heather Lane Area.

The purpose of this project is to enhance water quality through a comprehensive sewer separation initiative, which will also alleviate flooding for 158 properties within the city. To achieve this, the project will involve upgrading and appropriately sizing pipes and structures to meet Norwalk’s drainage standards.

The City of Norwalk successfully applied for and was awarded a DECD CIF Community Investment Fund 2030 Grant on September 26, 2023. This grant was officially approved during the State Bond Commission meeting on October 6, 2023, and it is anticipated to be fully funded.

This project was advertised, and three (3) bids were received. After reviewing the bid results, we recommend that this contract is awarded to the apparent low bidder, Colonna Concrete & Asphalt Paving, LLC. I have attached a copy of the selection results received from three (3) bidders for your reference, including an itemized comparison of the three (3) apparent low responsive bid results and Engineer’s Estimate.

I would like to request that the following items be included on the agenda for the March 5, 2024, Public Works Committee meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project DRG2024-1 Lockwood and Heather Lane Drainage Improvements for a sum not to exceed of \$3,332,150.00 which consists of the following breakdown: \$3,055,200.00 (Base Bid), \$148,000.00 (Sewer Separation), \$128,950.00 (Alternate #1).

Account No. 09 24 4021 5799 C0689
09 21 4021 5777 C0440



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Daniel Stanton, PE
*Senior Engineer/Department
of Engineering*
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7981
dstanton@norwalkct.gov

- 2) Authorize the Chief of Operations and Public Works, to execute orders on the contract between the City of Norwalk and Colonna Concrete & Asphalt Paving, LLC, for Project DRG2024-1 Lockwood and Heather Lane Drainage Improvements for a sum not to exceed \$333,215.00.

Account No. 09 24 4021 5799 C0689
 09 21 4021 5777 C0440

A copy of the bid information from the Purchasing Department for Project 4348, DRG2024-1 Lockwood and Heather Lane Drainage Improvements be found at the link below.

<https://www.norwalkct.gov/DocumentCenter/Index/1773>



**DEPARTMENT OF
ENGINEERING**

City of Norwalk
Department of Operations and Public Works

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov

BID SHEET

PROJECT: DRG2024-1

Lockwood and Heather Drainage Improvements

DATE: WEDNESDAY, FEBRUARY 28, 2024 2:00 P.M.

BIDDER

Colonna Concrete and Asphalt Paving
1233 Johnson Road
Woodbridge, CT 06525

Bid Result:

- a. General Bid:
 - i. ~~\$3,052,200.00 Math Error~~
 - ii. \$3,055,200.00 Corrected Amount
- b. Sewer Separation \$148,000.00
- c. Alternate \$128,950.00
- d. Total: \$3,332,150.00 Corrected Amount

Bid Bond: 15% Employer Mutual Casualty

The Grasso Companies
57 Viaduct Road
Stamford, CT 06907

Bid Result:

- a. General Bid: \$3,562,000.00
- b. Sewer Separation \$154,735.00
- c. Alternate \$125,187.50
- d. Total: \$3,841,923.50

Bid Bond: 15% Argonaut Insurance Company



**DEPARTMENT OF
ENGINEERING**

City of Norwalk
Department of Operations and Public Works

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov

BIDDER

JJ Brennan
70 Platt Road
PO Box 788
Shelton, CT 06484

Bid Result:

- a. General Bid: \$6,434,215.00
- b. Sewer Separation \$276,025.00
- c. Alternate \$239,505.00
- d. **Total: \$6,940,745.00**

Bid Bond: 15% Travelers Casualty and Surety Company of America

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$117,500.00	\$117,500.00	\$165,000.00	\$165,000.00	\$320,000.00	\$320,000.00	\$277,363.00	\$277,363.00
0202000	EARTH EXCAVATION	570	\$20.00	\$11,400.00	\$35.00	\$19,950.00	\$58.00	\$33,060.00	\$30.00	\$17,100.00
0202002	ROCK EXCAVATION	500	\$75.00	\$37,500.00	\$165.00	\$82,500.00	\$200.00	\$100,000.00	\$250.00	\$125,000.00
0202451A	TEST PIT EXCAVATION	75	\$100.00	\$7,500.00	\$135.00	\$10,125.00	\$345.00	\$25,875.00	\$500.00	\$37,500.00
0213100	GRANULAR FILL	500	\$50.00	\$25,000.00	\$48.00	\$24,000.00	\$86.00	\$43,000.00	\$75.00	\$37,500.00
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	76	\$150.00	\$11,400.00	\$145.00	\$11,020.00	\$200.00	\$15,200.00	\$150.00	\$11,400.00
0406002	TEMPORARY PAVEMENT	2,600	\$25.00	\$65,000.00	\$25.00	\$65,000.00	\$63.00	\$163,800.00	\$60.00	\$156,000.00
0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	650	\$100.00	\$65,000.00	\$100.00	\$65,000.00	\$122.00	\$79,300.00	\$120.00	\$78,000.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	2,750	\$70.00	\$192,500.00	\$68.00	\$187,000.00	\$67.00	\$184,250.00	\$100.00	\$275,000.00
0507769	ALTER EXISTING CATCH BASIN/MANHOLE	1	\$1,500.00	\$1,500.00	\$700.00	\$700.00	\$9,400.00	\$9,400.00	\$1,000.00	\$1,000.00
0586001.10	TYPE "C" CATCH BASIN (0' - 10' DEEP)	35	\$5,000.00	\$175,000.00	\$3,800.00	\$133,000.00	\$7,200.00	\$252,000.00	\$5,500.00	\$192,500.00
0586001.20	TYPE "C" CATCH BASIN (0' - 20' DEEP)	6	\$7,500.00	\$45,000.00	\$6,000.00	\$36,000.00	\$9,600.00	\$57,600.00	\$6,500.00	\$39,000.00
0586005.10	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II (0' - 10' DEEP)	8	\$8,000.00	\$64,000.00	\$4,500.00	\$36,000.00	\$9,200.00	\$73,600.00	\$7,000.00	\$56,000.00
0586005.20	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II (0' - 20' DEEP)	2	\$12,000.00	\$24,000.00	\$10,000.00	\$20,000.00	\$18,500.00	\$37,000.00	\$8,000.00	\$16,000.00
0586040.10	TYPE "C-L" CATCH BASIN (0' - 10' DEEP)	2	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$6,800.00	\$13,600.00	\$5,500.00	\$11,000.00
0586040.20	TYPE "C-L" CATCH BASIN (0' - 20' DEEP)	1	\$7,000.00	\$7,000.00	\$6,600.00	\$6,600.00	\$10,500.00	\$10,500.00	\$6,500.00	\$6,500.00
0586044.10	TYPE "C-L" CATCH BASIN DOUBLE GRATE TYPE II (0' - 10' DEEP)	3	\$8,500.00	\$25,500.00	\$6,500.00	\$19,500.00	\$10,300.00	\$30,900.00	\$7,000.00	\$21,000.00
0586500.10	MANHOLE (4' DIAMETER) (0' - 10' DEEP)	8	\$5,000.00	\$40,000.00	\$4,200.00	\$33,600.00	\$10,200.00	\$81,600.00	\$5,000.00	\$40,000.00
0586500.20	MANHOLE (4' DIAMETER) (0' - 20' DEEP)	3	\$6,500.00	\$19,500.00	\$6,000.00	\$18,000.00	\$16,600.00	\$49,800.00	\$6,250.00	\$18,750.00
0586501.05	MANHOLE (5' DIAMETER) (0' - 10' DEEP)	2	\$5,000.00	\$10,000.00	\$5,500.00	\$11,000.00	\$20,800.00	\$41,600.00	\$6,000.00	\$12,000.00
0586502.05	MANHOLE (5' DIAMETER) (0' - 20' DEEP)	14	\$8,000.00	\$112,000.00	\$7,600.00	\$106,400.00	\$32,200.00	\$450,800.00	\$7,500.00	\$105,000.00
0586502.06	MANHOLE (6' DIAMETER) (0' - 20' DEEP)	1	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$41,000.00	\$41,000.00	\$9,000.00	\$9,000.00
0586502.07	MANHOLE (7' DIAMETER) (0' - 20' DEEP)	1	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00	\$43,100.00	\$43,100.00	\$11,500.00	\$11,500.00
0586790.10	REMOVE DRAINAGE STRUCTURE (0' - 10' DEEP)	12	\$1,500.00	\$18,000.00	\$850.00	\$10,200.00	\$1,400.00	\$16,800.00	\$2,500.00	\$30,000.00
0586802	AREA DRAIN	4	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00	\$5,600.00	\$22,400.00	\$2,500.00	\$10,000.00
0651343A	MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00
0686000.12	12" R.C. PIPE (0' - 10' DEEP)	65	\$80.00	\$5,200.00	\$100.00	\$6,500.00	\$165.00	\$10,725.00	\$110.00	\$7,150.00

Project Number : DRG2024-1 - General
Project Name : LOCKWOOD AND HEATHER LANE STORM DRAINAGE IMPROVEMENTS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0686000.15	15" R.C. PIPE (0' - 10' DEEP)	40	\$90.00	\$3,600.00	\$110.00	\$4,400.00	\$184.00	\$7,360.00	\$120.00	\$4,800.00
0686001.30	30" R.C. PIPE (0' - 20' DEEP)	225	\$150.00	\$33,750.00	\$225.00	\$50,625.00	\$615.00	\$138,375.00	\$200.00	\$45,000.00
0686001.36	36" R.C. PIPE (0' - 20' DEEP)	1,750	\$200.00	\$350,000.00	\$365.00	\$638,750.00	\$658.00	1,151,500.00	\$250.00	\$437,500.00
0686001.42	42" R.C. PIPE (0' - 20' DEEP)	500	\$300.00	\$150,000.00	\$400.00	\$200,000.00	\$704.00	\$352,000.00	\$325.00	\$162,500.00
0686200.04	4" POLYVINYL CHLORIDE PIPE (0' - 10')	100	\$50.00	\$5,000.00	\$65.00	\$6,500.00	\$58.00	\$5,800.00	\$55.00	\$5,500.00
0686200.06	6" POLYVINYL CHLORIDE PIPE (0' - 10')	100	\$55.00	\$5,500.00	\$75.00	\$7,500.00	\$82.00	\$8,200.00	\$60.00	\$6,000.00
0686200.08	8" POLYVINYL CHLORIDE PIPE (0' - 10')	100	\$60.00	\$6,000.00	\$80.00	\$8,000.00	\$89.00	\$8,900.00	\$65.00	\$6,500.00
0686230.06	6" HIGH DENSITY POLYETHYLENE PIPE (0' - 10' DEEP)	100	\$45.00	\$4,500.00	\$75.00	\$7,500.00	\$71.00	\$7,100.00	\$40.00	\$4,000.00
0686230.08	8" HIGH DENSITY POLYETHYLENE PIPE (0' - 10' DEEP)	100	\$50.00	\$5,000.00	\$78.00	\$7,800.00	\$96.00	\$9,600.00	\$45.00	\$4,500.00
0686230.12	12" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	1,010	\$65.00	\$65,650.00	\$101.00	\$102,010.00	\$152.00	\$153,520.00	\$90.00	\$90,900.00
0686230.15	15" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	1,000	\$70.00	\$70,000.00	\$115.00	\$115,000.00	\$170.00	\$170,000.00	\$115.00	\$115,000.00
0686230.18	18" HIGH DENSITY POLYETHYLENE PIPE (0' - 10' DEEP)	200	\$75.00	\$15,000.00	\$110.00	\$22,000.00	\$215.00	\$43,000.00	\$130.00	\$26,000.00
0686230.24	24" HIGH DENSITY POLYETHYLENE PIPE (0' - 10' DEEP)	200	\$90.00	\$18,000.00	\$160.00	\$32,000.00	\$228.00	\$45,600.00	\$160.00	\$32,000.00
0686231.12	12" HIGH DENSITY POLYETHYLENE PIPE (0' - 20')	50	\$80.00	\$4,000.00	\$110.00	\$5,500.00	\$232.00	\$11,600.00	\$115.00	\$5,750.00
0686231.15	15" HIGH DENSITY POLYETHYLENE PIPE (0' - 20' DEEP)	50	\$85.00	\$4,250.00	\$125.00	\$6,250.00	\$259.00	\$12,950.00	\$150.00	\$7,500.00
0686231.24	24" HIGH DENSITY POLYETHYLENE PIPE (0' - 20' DEEP)	75	\$100.00	\$7,500.00	\$180.00	\$13,500.00	\$522.00	\$39,150.00	\$225.00	\$16,875.00
0716000A	TEMPORARY EARTH RETAINING SYSTEM	1	\$290,000.00	\$290,000.00	\$75,000.00	\$75,000.00	\$470,000.00	\$470,000.00	\$150,000.00	\$150,000.00
0811001A	CONCRETE CURBING	900	\$35.00	\$31,500.00	\$47.00	\$42,300.00	\$49.00	\$44,100.00	\$50.00	\$45,000.00
0813500	RESET STONE BLOCK DRIVEWAY	100	\$15.00	\$1,500.00	\$20.00	\$2,000.00	\$52.00	\$5,200.00	\$20.00	\$2,000.00
0814001	RESET STONE CURBING	100	\$40.00	\$4,000.00	\$16.00	\$1,600.00	\$72.00	\$7,200.00	\$24.00	\$2,400.00
0815001	BITUMINOUS CONCRETE LIP CURBING	725	\$10.00	\$7,250.00	\$9.00	\$6,525.00	\$11.00	\$7,975.00	\$10.00	\$7,250.00
0913825A	REMOVE AND RESET DECORATIVE FENCE	225	\$40.00	\$9,000.00	\$110.00	\$24,750.00	\$47.00	\$10,575.00	\$50.00	\$11,250.00
0921001A	CONCRETE SIDEWALK	400	\$15.00	\$6,000.00	\$11.00	\$4,400.00	\$26.00	\$10,400.00	\$25.00	\$10,000.00
0921011A	CONCRETE DRIVEWAY RAMP	300	\$20.00	\$6,000.00	\$13.00	\$3,900.00	\$37.00	\$11,100.00	\$35.00	\$10,500.00
0921045	REPLACE STONE SIDEWALK	100	\$7.00	\$700.00	\$23.00	\$2,300.00	\$620.00	\$62,000.00	\$30.00	\$3,000.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	100	\$55.00	\$5,500.00	\$54.00	\$5,400.00	\$120.00	\$12,000.00	\$80.00	\$8,000.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	500	\$55.00	\$27,500.00	\$65.00	\$32,500.00	\$120.00	\$60,000.00	\$90.00	\$45,000.00

Project Number : DRG2024-1 - General

Project Name : LOCKWOOD AND HEATHER LANE STORM DRAINAGE IMPROVEMENTS

Items	Description	Quantity	Apparent Low Bidder			Second Bidder			Third Bidder			Engineering's Estima		
			Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
0944003A	FURNISHING AND PLACING TOPSOIL	2,800	\$10.00	\$28,000.00		\$13.00	\$36,400.00		\$23.00	\$64,400.00		\$20.00	\$56,000.00	
0950019A	TURF ESTABLISHMENT - LAWN	2,800	\$5.00	\$14,000.00		\$1.50	\$4,200.00		\$3.50	\$9,800.00		\$4.00	\$11,200.00	
0970006	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$340,000.00	\$340,000.00		\$340,000.00	\$340,000.00		\$340,000.00	\$340,000.00		\$340,000.00	\$340,000.00	
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$80,000.00	\$80,000.00		\$300,000.00	\$300,000.00		\$349,000.00	\$349,000.00		\$337,359.00	\$337,359.00	
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$75,000.00	\$75,000.00		\$85,000.00	\$85,000.00		\$145,200.00	\$145,200.00		\$84,340.00	\$84,340.00	
0980002A	PROJECT SURVEY AND STAKEOUT	1	\$45,000.00	\$45,000.00		\$35,000.00	\$35,000.00		\$133,800.00	\$133,800.00		\$140,566.00	\$140,566.00	
1000010A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	\$54,000.00	\$54,000.00		\$54,000.00	\$54,000.00		\$54,000.00	\$54,000.00		\$54,000.00	\$54,000.00	
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	500	\$1.00	\$500.00		\$1.00	\$500.00		\$1.50	\$750.00		\$5.00	\$2,500.00	
1210106	12" WHITE EPOXY RESIN PAVEMENT MARKINGS	100	\$5.00	\$500.00		\$18.00	\$1,800.00		\$16.50	\$1,650.00		\$5.00	\$500.00	
1300001A	SUPPORT OF EXISTING UTILITY POLES	1	\$27,000.00	\$27,000.00		\$27,000.00	\$27,000.00		\$27,000.00	\$27,000.00		\$27,500.00	\$27,500.00	
1301081A	6" DUCTILE IRON PIPE (WATER MAIN)	200	\$130.00	\$26,000.00		\$150.00	\$30,000.00		\$560.00	\$112,000.00		\$300.00	\$60,000.00	
1303396A	SERVICE CONNECTION (WATER MAIN)	100	\$100.00	\$10,000.00		\$215.00	\$21,500.00		\$295.00	\$29,500.00		\$150.00	\$15,000.00	
			\$3,055,200.00			\$3,562,005.00			\$6,434,215.00			\$4,089,953.00		

Apparent Low Bidder : Colonna Concrete and Asphalt Paving, LLC

Second Bidder : THE GRASSO COMPANIES LLC

Third Bidder : John J. Brennan Construction Company, Inc.

Project Number : DRG2024-1 - Sewer Separation

Project Name : LOCKWOOD AND HEATHER LANE STORM DRAINAGE IMPROVEMENTS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$19,015.00	\$19,015.00
0202000	EARTH EXCAVATION	20	\$20.00	\$400.00	\$30.00	\$600.00	\$58.00	\$1,160.00	\$30.00	\$600.00
0202451A	TEST PIT EXCAVATION	10	\$150.00	\$1,500.00	\$120.00	\$1,200.00	\$345.00	\$3,450.00	\$500.00	\$5,000.00
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	11	\$150.00	\$1,650.00	\$145.00	\$1,595.00	\$200.00	\$2,200.00	\$150.00	\$1,650.00
0406002	TEMPORARY PAVEMENT	200	\$25.00	\$5,000.00	\$22.00	\$4,400.00	\$63.00	\$12,600.00	\$60.00	\$12,000.00
0406004A	3" TEMPORARY PAVEMENT REPAIR	250	\$30.00	\$7,500.00	\$35.00	\$8,750.00	\$67.00	\$16,750.00	\$100.00	\$25,000.00
0586001.10	TYPE "C" CATCH BASIN (0' - 10' DEEP)	5	\$5,000.00	\$25,000.00	\$3,250.00	\$16,250.00	\$7,200.00	\$36,000.00	\$5,500.00	\$27,500.00
0586044.10	TYPE "C-L" CATCH BASIN DOUBLE GRATE TYPE II (0' - 10' DEEP)	3	\$8,000.00	\$24,000.00	\$4,600.00	\$13,800.00	\$10,300.00	\$30,900.00	\$7,000.00	\$21,000.00
0586500.10	MANHOLE (4' DIAMETER) (0' - 10' DEEP)	1	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$10,200.00	\$10,200.00	\$5,000.00	\$5,000.00
0586790.10	REMOVE DRAINAGE STRUCTURE (0' - 10' DEEP)	2	\$1,500.00	\$3,000.00	\$725.00	\$1,450.00	\$1,400.00	\$2,800.00	\$1,000.00	\$2,000.00
0686000.12	12" R.C. PIPE (0' - 10' DEEP)	65	\$80.00	\$5,200.00	\$98.00	\$6,370.00	\$165.00	\$10,725.00	\$95.00	\$6,175.00
0686000.15	15" R.C. PIPE (0' - 10' DEEP)	40	\$90.00	\$3,600.00	\$102.00	\$4,080.00	\$184.00	\$7,360.00	\$100.00	\$4,000.00
0686200.04	4" POLYVINYL CHLORIDE PIPE (0' - 10')	25	\$50.00	\$1,250.00	\$75.00	\$1,875.00	\$58.00	\$1,450.00	\$55.00	\$1,375.00
0686200.06	6" POLYVINYL CHLORIDE PIPE (0' - 10')	25	\$55.00	\$1,375.00	\$77.00	\$1,925.00	\$82.00	\$2,050.00	\$60.00	\$1,500.00
0686230.06	6" HIGH DENSITY POLYETHYLENE PIPE (0' - 10' DEEP)	25	\$55.00	\$1,375.00	\$73.00	\$1,825.00	\$71.00	\$1,775.00	\$40.00	\$1,000.00
0686230.12	12" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	35	\$65.00	\$2,275.00	\$90.00	\$3,150.00	\$152.00	\$5,320.00	\$75.00	\$2,625.00
0686230.15	15" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	300	\$70.00	\$21,000.00	\$94.00	\$28,200.00	\$170.00	\$51,000.00	\$80.00	\$24,000.00
0815001	BITUMINOUS CONCRETE LIP CURBING	85	\$10.00	\$850.00	\$24.00	\$2,040.00	\$11.00	\$935.00	\$10.00	\$850.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	55	\$55.00	\$3,025.00	\$65.00	\$3,575.00	\$120.00	\$6,600.00	\$125.00	\$6,875.00
0944003A	FURNISHING AND PLACING TOPSOIL	500	\$10.00	\$5,000.00	\$13.00	\$6,500.00	\$23.00	\$11,500.00	\$20.00	\$10,000.00
0950019A	TURF ESTABLISHMENT - LAWN	500	\$5.00	\$2,500.00	\$1.50	\$750.00	\$3.50	\$1,750.00	\$4.00	\$2,000.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$4,000.00	\$4,000.00	\$3,600.00	\$3,600.00	\$5,600.00	\$5,600.00	\$22,818.00	\$22,818.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$9,500.00	\$9,500.00	\$5,705.00	\$5,705.00
0980002A	PROJECT SURVEY AND STAKEOUT	1	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00	\$7,900.00	\$7,900.00	\$9,508.00	\$9,508.00
1303396A	SERVICE CONNECTION (WATER MAIN)	100	\$100.00	\$10,000.00	\$215.00	\$21,500.00	\$295.00	\$29,500.00	\$300.00	\$30,000.00
			\$148,000.00		\$154,735.00		\$276,025.00		\$247,196.00	

Apparent Low Bidder : Colonna Concrete and Asphalt Paving, LLC

Second Bidder : THE GRASSO COMPANIES LLC

Project Number : DRG2024-1 - Sewer Separation

Project Name : LOCKWOOD AND HEATHER LANE STORM DRAINAGE IMPROVEMENTS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Third Bidder : John J. Brennan Construction Company, Inc.

Project Number : DRG2024-1 - Alternate #1

Project Name : LOCKWOOD AND HEATHER LANE STORM DRAINAGE IMPROVEMENTS

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$17,338.00	\$17,338.00
0202000	EARTH EXCAVATION	30	\$20.00	\$600.00	\$34.00	\$1,020.00	\$58.00	\$1,740.00	\$30.00	\$900.00
0202451A	TEST PIT EXCAVATION	15	\$150.00	\$2,250.00	\$125.00	\$1,875.00	\$345.00	\$5,175.00	\$500.00	\$7,500.00
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	9	\$150.00	\$1,350.00	\$145.00	\$1,305.00	\$200.00	\$1,800.00	\$150.00	\$1,350.00
0406002	TEMPORARY PAVEMENT	225	\$25.00	\$5,625.00	\$23.00	\$5,175.00	\$63.00	\$14,175.00	\$60.00	\$13,500.00
0406004A	3" TEMPORARY PAVEMENT REPAIR	300	\$30.00	\$9,000.00	\$34.00	\$10,200.00	\$67.00	\$20,100.00	\$100.00	\$30,000.00
0586001.10	TYPE "C" CATCH BASIN (0' - 10' DEEP)	4	\$5,000.00	\$20,000.00	\$3,300.00	\$13,200.00	\$7,200.00	\$28,800.00	\$5,500.00	\$22,000.00
0586001.20	TYPE "C" CATCH BASIN (0' - 20' DEEP)	2	\$7,000.00	\$14,000.00	\$4,800.00	\$9,600.00	\$9,600.00	\$19,200.00	\$6,500.00	\$13,000.00
0586005.10	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II (0' - 10' DEEP)	1	\$8,000.00	\$8,000.00	\$4,500.00	\$4,500.00	\$9,200.00	\$9,200.00	\$7,000.00	\$7,000.00
0586040.10	TYPE "C-L" CATCH BASIN (0' - 10' DEEP)	1	\$5,000.00	\$5,000.00	\$3,250.00	\$3,250.00	\$6,800.00	\$6,800.00	\$5,500.00	\$5,500.00
0586500.10	MANHOLE (4' DIAMETER) (0' - 10' DEEP)	1	\$5,000.00	\$5,000.00	\$4,400.00	\$4,400.00	\$10,200.00	\$10,200.00	\$5,000.00	\$5,000.00
0686230.12	12" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	95	\$65.00	\$6,175.00	\$90.00	\$8,550.00	\$152.00	\$14,440.00	\$90.00	\$8,550.00
0686230.15	15" HIGH DENSITY POLYETHYLENE PIPE (0'-10' DEEP)	175	\$70.00	\$12,250.00	\$93.00	\$16,275.00	\$170.00	\$29,750.00	\$115.00	\$20,125.00
0686230.18	18" HIGH DENSITY POLYETHYLENE PIPE (0' - 10' DEEP)	150	\$75.00	\$11,250.00	\$110.00	\$16,500.00	\$215.00	\$32,250.00	\$160.00	\$24,000.00
0815001	BITUMINOUS CONCRETE LIP CURBING	200	\$10.00	\$2,000.00	\$9.00	\$1,800.00	\$11.00	\$2,200.00	\$10.00	\$2,000.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	15	\$55.00	\$825.00	\$55.00	\$825.00	\$120.00	\$1,800.00	\$80.00	\$1,200.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	50	\$55.00	\$2,750.00	\$68.00	\$3,400.00	\$120.00	\$6,000.00	\$125.00	\$6,250.00
0944003A	FURNISHING AND PLACING TOPSOIL	125	\$10.00	\$1,250.00	\$13.00	\$1,625.00	\$23.00	\$2,875.00	\$20.00	\$2,500.00
0950019A	TURF ESTABLISHMENT - LAWN	125	\$5.00	\$625.00	\$1.50	\$187.50	\$4.00	\$500.00	\$4.00	\$500.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$5,600.00	\$5,600.00	\$20,805.00	\$20,805.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$9,500.00	\$9,500.00	\$5,201.00	\$5,201.00
0980002A	PROJECT SURVEY AND STAKEOUT	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$7,900.00	\$7,900.00	\$8,669.00	\$8,669.00
1300001A	SUPPORT OF EXISTING UTILITY POLES	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
			\$128,950.00		\$125,187.50		\$239,505.00		\$225,388.00	

Apparent Low Bidder : Colonna Concrete and Asphalt Paving, LLC

Second Bidder : THE GRASSO COMPANIES LLC

Third Bidder : John J. Brennan Construction Company, Inc.

NORWALK COMMON COUNCIL **REQUEST FOR ITEMS TO BE PLACED ON AGENDA**

LAND USE ITEMS FOR 3/13 COUNCIL MEETING

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction Group LLC as the Construction Manager for the Norwalk Community Recreation Center at 98 South Main Street. Terms of the agreement shall include:
 - Preconstruction Services - \$17,000
 - CM Fixed Fees – 1.95%
 - CM Contingency-1.5% (balance revert to the City at project completion)
 - General Conditions fee - \$519,785 (actual amount to be determined at the time of Guaranteed Maximum Price GMP)Subsequent to trade contractors' bidding, final GMP amendment will be submitted to the Common Council for approval. Funds for the Preconstruction Phase for this agreement are available from ARPA funds – Acct. #134030-5796-ABL01
- 1b. Authorize Building Management to issue Change Orders on Contract (example destructive testing) for a total not to exceed \$10,000.00 Acct. #134030-5796-ABL01
2. Authorize Building Management to process relocation payments to residential tenants, residential owners and businesses at 28, 32, 36 and 38 Oxford Street and 16 Meadow Street Extension relating to the City's acquisition of said properties (subject to Health Department's review and recommendation) for a total not to exceed \$75,000. Acct. #09245010 5777 C0834 and #09225010 5777C0808
3. Authorize Building Management to reimburse Norwalk Public Schools for the costs to provide transportation for Norwalk High School student athletes to offsite locations through the spring 2024 semester as a result of the Norwalk High School development project for a total not to exceed \$15,000.00. Acct. #0918/195010 5777 C0610

4. Authorize the Purchasing Agent to issue a Purchase Order to Integrity Cleaning to provide annual window washing cleaning services for various city buildings for an initial term of 3 years for a total amount of \$71,804.66 plus two - one (1) year options. Effective dates from 4/1/2024– 6/30/2027 and two – one (1) year options from 7/1/2027 – 6/30/2029.

Account #s: 013055 5298 013154 5298
 012012 5269 014075 5298
 016210 5269 016220 5269

Requested Date: 3/7/24

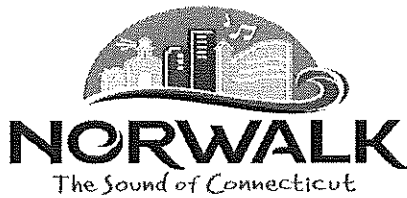
Requested by: Alan Lo, on behalf of Land Use and Building Management Committee

Council Agenda Under: Land Use and Building Management Committee

Approved by Council Committee: The above item(s) has(have) been approved or is(are) scheduled to be approved by the Land Use and Building Management Committee.

Planning Commission Section 8-24 Review: Where applicable, the above items have been or will be submitted to Planning and Zoning Commission for Section 8-24 Review.

latb



CITY OF NORWALK
JoAnn Acquarulo, Asst. Buildings and Facilities Manager
jacquarulo@norwalkct.org P: 203-854-7332
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: JOANN ACQUARULO, ASST. BUILDINGS AND FACILITIES MANAGER *JA*

RE: **NORWALK COMMUNITY RECREATION CENTER AT
98 SOUTH MAIN STREET- APPROVE CONSTRUCTION MANAGER**

DATE: FEBRUARY 23, 2024

As you know the City is proceeding with the development of the Norwalk Community Recreation Center at 98 South Main Street. Project information has been provided in the past and below is a brief summary of the project.

The existing building is a two stories structure built in 1983 for a total of approximately 22,000 square feet. The proposed improvements include gut renovation of the existing building interior (including HVAC, electrical, plumbing, etc.) installation of a new roof, development of new building façade along South Main Street and construction of a new gymnasium along the back of the building. The new building will be a community recreation center to be operated by City's Recreation and Parks Department. The current projected budget is approximately \$12 million with funds from State DECD, City GGP funds, ARPA funds and HUD funds through the YMCA for a total of approximately \$9.5 million. The balance of approximately \$2.5 million is being requested by the Parks Department as part of their 2024-25 Capital Budget requests.

Recently, the Building Management Department developed a Request for Qualification/Proposals (RFQ/P) for construction managers (CM), through the Purchasing Department, and received 7 proposals. Upon review of the qualifications/proposals, the Evaluation Committee is recommending the approval of **Newfield Construction** for this project. Newfield Construction has successfully completed various major construction projects for the City. In addition to their qualifications and their extensive understanding of the City's process, Newfield Construction's proposal is the most financially favorable.

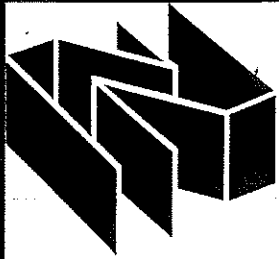
ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction Group LLC as the Construction Manager for the Norwalk Community Recreation Center at 98 South Main Street. Terms of the agreement shall include:

- Preconstruction Services - \$17,000
- CM Fixed Fees – 1.95%
- CM Contingency- 1.5% (balance revert to the City at project completion)
- General Conditions fee - \$519,785 (actual amount to be determined at the time of Guaranteed Maximum Price GMP)

Subsequent to trade contractors' bidding, final GMP amendment will be submitted to the Common Council for approval. Funds for the Preconstruction Phase for this agreement are available from ARPA funds – Acct. #134030-5796-ABL01

- b. Authorize Building Management to issue Change Orders on Contract (example destructive testing) for a total not to exceed \$10,000.00 Acct. #134030-5796-ABL01



Newfield
CONSTRUCTION

EXPERIENCE. WE BUILD ON IT.™

Contact Information:

Steve Buccheri
LEED AP
Project Executive

225 Newfield Avenue
Hartford, CT 06106

Phone: (860) 944-6740
Fax: (860) 953-1712

stevebuccheri@
newfieldconstruction.com

Website Address:
newfieldconstruction.com

EXECUTIVE SUMMARY



Incorporated in the State of Connecticut in 1969, Newfield Construction is a privately held business providing construction services to clients throughout Connecticut and the Northeast. The company prides itself on historical excellence, a keen attention to service, excellent communication skills and a solid reputation within the industry. The Newfield workforce is comprised of accomplished estimators, professional builders and various support staff that have successfully tackled complicated projects. We are a proactive organization that continually seeks out clients and projects that both challenge and inspire us to be the best of the best. We have been providing Pre-construction Consulting, Estimating, Construction Management, General Contracting and Design/Build services to both public and private clients throughout the region for more than 50 years.

PHILOSOPHY

Newfield Construction has successfully grown into one of the Northeast's leading construction services providers by putting our clients first. We take pride in the fact that we strive to work together with our clients to develop a plan to achieve their building goals. The Newfield Construction team will fulfill the needs of your project by utilizing a vast variety of processes including: value engineering/value management, development of multiple phasing plans, project specific safety plans and participation in weekly meetings to keep all vested parties up to date on all aspects of the project.

PROJECT APPROACH

We have proposed a team of knowledgeable and experienced construction experts who will draw upon our firm's experiences in Norwalk to compliment and assist the City on this project including:

- Ponus Ridge STEAM Academy - completed September 2020
- Norwalk High School - completed 2019

- Jefferson Elementary School - completed August 2022
- Cranbury Elementary School - completion date July 2024 (est.)
- Norwalk Fire Headquarters - completed 2013
- Beiersdorf Manufacturing Facility - completed July 2005

Each individual brings certain strengths that will prove invaluable as the planning continues for this building program. The Newfield team is available and committed to the success of your project.

KEY DIFFERENTIATORS

Experience and Knowledge of Working in the City of Norwalk – As mentioned above, Newfield has provided construction management services for numerous projects in the City, such as the Norwalk Fire Department Headquarters, Norwalk Maritime Center as well as many school projects and private projects.

An Integrated Team – Our proposed team of talented municipal construction experts will provide a highly collaborative, hands-on approach bringing added value to your existing team.

Strong Pre-construction Resources – With our exceptional benchmarking tools, municipal focused estimators, MEP specialists, constructability review process, pre-planning and comprehensive services all aimed at producing and maintaining a credible budget that incorporates all of the City's goals.

In Depth Knowledge of State and Local Requirements – We have completed numerous projects in the State of Connecticut and coordinated with the various agencies necessary for a successful project.

Extensive Experience Working with Various Funding Sources - Our project team and the home office support staff is well versed navigating through the requirements of various funding sources.

Cost and Schedule Accuracy – We have a proven track record of completing projects we undertake on time and within budget constraints, while maximizing the use of the funds allocated.

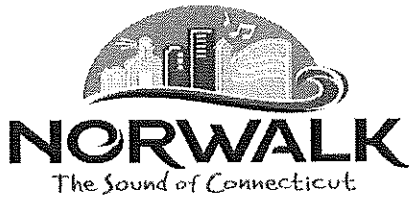
SAFETY / CURRENT EMR

Newfield has an unrelenting commitment to the safety of everyone working on, visiting, or passing by a job site. We have a zero tolerance policy for safety infractions. Jobsite safety starts with our on-site Project Superintendent, who is trained and certified in all current OSHA and Health and Safety regulations. Please refer to the chart below to view our current and past EMR Ratings.

	2018	2019	2020	2021	2022	2023
EMR Rating	0.70	0.71	0.70	0.71	0.71	0.75

Newfield's Project Superintendent will continuously monitor the work practices and actions of on-site trade contractors, delivery persons, visitors, and Newfield staff. Daily hazard analysis reports are completed by each trade contractor and reviewed by our Superintendent. Safety meetings are conducted at least once per week and before any major work activity commences, i.e. excavations, hoisting & rigging, steel erection, building envelope and roofing work, electrical and utility tie-ins, etc.

Newfield requires that any trade contractor working on a Newfield project submits a formal written safety plan prior to starting ANY work on site. We will develop a site-specific safety plan to address issues unique to the Norwalk Community Center project including pedestrian foot traffic, adequate lighting, and securing the jobsite perimeter.



2

CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.gov 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, BUILDING AND FACILITIES MANAGER 

RE : **SOUTH NORWALK SCHOOL – RELOCATION OF
OCCUPANTS RELATING TO PROPERTY ACQUISITION**

DATE: FEBRUARY 29, 2024

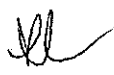
As you may know, the Law Department is continuing their efforts to acquire some properties abutting the new South Norwalk School. There is a total of 6 properties which include 28, 32, 36 and 38 Oxford Street, 16 Meadow Street Extension and old railroad spur line along South Main Street which is not occupied. As closings are being scheduled for some of these properties, the City is responsible to provide relocation and financial assistance to the residential tenants, residential owners and businesses. The degree of responsibility and the amount of compensation are stipulated in Connecticut State Statutes. For example, residential tenants are required to show efforts in seeking new housing and the relocation compensation is up to \$4,500 per tenant. Under some unique circumstances, the City may have additional financial obligations. The total cost is estimated to be approximately \$75,000. Norwalk Health Department - Housing Division, is the City's entity that is responsible for the administration of the relocation program.

At this time, I would like to request Common Council approval of the following:

Authorize Building Management to process relocation payments to residential tenants, residential owners and businesses at 28, 32, 36 and 38 Oxford Street and 16 Meadow Street Extension relating to the City's acquisition of said properties (subject to Health Department's review and recommendation) for a total not to exceed \$75,000. Acct. #09245010 5777 C0834 and #09225010 5777C0808



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.gov 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, BUILDING AND FACILITIES MANAGER 
RE : NORWALK HIGH SCHOOL – SPORT TRANSPORTATION
DATE: FEBRUARY 29, 2024

As you know, Norwalk High School property is limited and a number of outdoor sports/practices are currently being held at offsite locations. With the upcoming Norwalk High School project, we have been in conversation with Norwalk High School athletic director for more than a year and have developed a plan for the relocation of the remaining outdoor sports to alternate locations. The plan has been developed with the understanding that the transportation costs would be provided through the Norwalk High School project. As a general note, Norwalk High School project will not impact existing building operation including indoor sport activities.

Based on the current plan for the upcoming spring, we will need to provide transportation for tennis and softball. Board of Education transportation division has been working with the athletic director and their two approved school bus companies to develop a cost effective and operational efficient strategy to provide the transportation support. It is estimated that the cost to provide transportation for the 2024 spring semester will be for a total not to exceed \$15,000.

At this time, I would like to request Common Council approval of the following:

Authorize Building Management to reimburse Norwalk Public Schools for the costs to provide transportation for Norwalk High School student athletes to offsite locations through the spring 2024 semester as a result of the Norwalk High School development project for a total not to exceed \$15,000.00. Acct. #0918/195010 5777 C0610



4.
Neil Rennie
Property Manager

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: MARCH 1, 2024

RE: WINDOW WASHING SERVICES AT VARIOUS CITY BUILDINGS

The annual window washing is completed every April to keep the buildings windows maintained, and to prevent any long-term damage due to lime and dirt build up.

These buildings include Police Headquarters, Fire Headquarters, Health Department, Norwalk City Hall and the Concert Hall, Main Library and South Norwalk Branch Library.

On January 1, 2024, the City's Purchasing Department solicited bids for Window Washing services and a total of 7 bids were received. The bid amounts provided below is based on a 3 year agreement.

FIRM	Bid Amount
Integrity Cleaning	\$71,804.66
Jack & Joe's Window Cleaning, Inc. dba – Squeegee Squad	\$73,002.06
Horizon Services	\$85,500.00
Off The Wall Graffiti Removal & Power Washing	\$89,726.00
Quality Facility Solutions	\$155,482.50
Jetstar Cleaning	\$224,500.00
King Carpet dba – King Cleaning Consortium	Non-conforming bid

After reviewing the bids, the Purchasing Department and Office of Building Management recommend the award to Integrity Cleaning as the lowest qualified bidder.

ACTION REQUESTED:

Authorize the Purchasing Agent to issue a Purchase Order to Integrity Cleaning to provide annual window washing cleaning services for various city buildings for an initial term of 3 years in the amount of \$71,804.66 plus two - one (1) year options. Effective dates from 4/1/2024– 6/30/2027 and two – one (1) year options from 7/1/2027 – 6/30/2029.

Account #s: 013055 5298 013154 5298
012012 5269 014075 5298
016210 5269 016220 5269

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST:

(Note - Agenda closes 12:00 PM on the Thursday before the Council meeting.)

3/8/2024

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Economic and Community Development

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Council Committee

HAS ITEM BEEN TO A COUNCIL COMMITTEE? **YES** NO WHICH ONE?

Economic and Community Development

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO **N/A**

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with VHB consultant engineering to provide consulting engineering services for the design of the traffic signal system upgrade and transit signal priority implementation (Phase 5, Project # 102-369), for an amount not to exceed \$380,461.16.

ACCT: 0924 3750 5799 C0848

- 2a. Authorize the Mayor, Harry W. Rilling, to enter into any and all agreements related to the Municipal Brownfield Grant Program; and execute a first amendment to the Land Disposition and Development Agreement ("LDA") together with any and all other agreements and documents required thereunder with SoNo TOD II, LLC (the "Developer") for purposes of conveying a portion of 30 Monroe Street.

- 2b. Be it further resolved that the Mayor is authorized to execute an assistance agreement, any amendments thereto and such other documents as may be required; to take such other actions as may be necessary or required to receive the grant; and to act as the authorized representative of the City of Norwalk for all purposes in connection therewith.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Sabrina Godeski

Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



TO: MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE NORWALK
COMMON COUNCIL
FROM: REDEVELOPMENT AGENCY STAFF
DATE: FEBURARY 28, 2024
RE: NORWALK TRAFFIC SIGNAL SYSTEM UPGRADE – PHASE 5, STATE PROJECT NO. 102-369

SCOPE OF WORK

The services to be provided by Vanasse Hangen Brustlin, Inc. (The CONSULTANT) under this contract entail responsibility for the engineering design and preparation of construction contract documents for traffic control signal equipment improvements at 55 intersections. The proposed traffic signal equipment improvements consist of the following:

- Full replacement of traffic signal equipment at two (2) intersections
- Extend the City's Synchro Green Adaptive Traffic Control System (ATCS) to 21 intersections
- Convert 34 intersections to concurrent pedestrian phasing with Leading Pedestrian Interval (LPI)
- Transit Signal Priority (TSP) to all 55 project intersections

Traffic signal timing modifications are also proposed at all 55 project intersections to develop optimized time of day coordination plans and update yellow, red, and pedestrian clearance times in accordance with current requirements. The project intersections and the proposed improvements at each are listed below.

Project location:

A. Traffic Signal and Transit Signal Priority Update Including Traffic Adaptive System

1. Rt.1, North Ave. @ Main Ave & Cross St
2. Strawberry Hill Ave. @ Walter Ave.

B. Traffic Adaptive System including Concurrent Ped Phasing and LPI, and Transit Signal Priority Update

1. Belden Ave. @ Cross St. & Byington Pl.
2. Belden Ave. @ Rt. 7 Ramp
3. Belden Ave. @ Van Buren Ave & Riverside Ave. & Spring Hill Ave.
4. Van Buren Ave. @ Rt. 7 Ramp & Grandview Ave
5. Van Buren Ave. @ Bedford St. & Union Park South
6. Van Buren Ave. @ Maple St.
7. Van Buren Ave @ Connecticut Ave.
8. Rt.1, Connecticut Ave. @ Stuart Ave.
9. Rt.1, Connecticut Ave. @ Clinton Ave. & Fairfield Ave.
10. Rt.1, Connecticut Ave. @ Cedar St. & Ferris Ave. & West Cedar St.
11. Rt.1, Connecticut Ave. @ Taylor Ave. & North Taylor Ave.

12. Rt.1, North Ave @ East Ave. & Westport Ave. & Newtown Ave.
13. East Ave. @ I-95 NB ramp
14. East Ave. @ I-95 SB ramp
15. East Ave. @ Sunset Hill Ave.
16. MLK Dr. @ Bates Ct.
17. MLK Dr. @ Lowe St.
18. South Main St. @ Henry St.
19. South Main St. @ Woodward Ave. & Concord St.

C. Concurrent Ped Phasing and LPI, and Transit Signal Priority Update

1. MLK Dr. @ North Main St. & West Ave.
2. MLK Dr. @ Webster Parking Lot
3. MLK Dr. @ Washington St. & Fairfield Save. & Flax Hill Rd. & Couch St.
4. MLK Dr. @ Madison St.
5. MLK Dr. @ Monroe St.
6. North Main St. @ Marshall St.
7. North Main St. @ Ann St.
8. South Main St. @ Monroe St. & Hanford Pl.
9. North Main St. @ South Main St & Washington St.
10. Water St @ Washington St & North Water St.
11. Water St. @ Hanford Pl.
12. Fort Point St. @ Seaview Ave.
13. Fort Point St. @ Van Zant St.

D. Transit Signal Priority Update

1. West Ave. @ Ped-Xing & Grace Baptist Church
2. West Ave. @ Garner St. & Pine St. EXT
3. West Ave. @ Read St. & North Water St.
4. West Ave. @ SoNo Collection Drive
5. West Ave. @ Rt.7 SB off Ramp & I-95 NB on Ramp
6. West Ave. @ Rt. 7 NB on Ramp & I-95 SB on Ramp
7. West Ave. @ Connecticut Ave. & Butler St. & I-95 SB off Ramp & Mathews Park Rd.
8. West Ave. @ Maple St. & Orchard St.
9. West Ave. @ Arch St. & Marvin St.
10. West Ave. @ Chapel St. & Marwin St.
11. West Ave. @ Berkeley St. & Leonard St.
12. West Ave. @ Belden Ave. & Mott Ave. & Wall St.
13. North Water St. @ SoNo Dr.
14. Rt. 136, Van Zant St. @ Osborne Ave
15. Rt. 136, Van Zant St. @ Fire Station #3
16. East Ave. @ Wall St.
17. East Ave. @ Eversley Ave.
18. East Ave. @ Raymond Ter. & St. John St.
19. East Ave. @ Myrtle St.
20. East Ave. @ Fitch St. & Fort Point St.
21. East Ave. @ Winfield St.

LS Revised 10/22/10; 4/8/14; 11/19/15

AGREEMENT
BETWEEN THE
CITY OF NORWALK
AND
VANASSE HANGEN BRUSTLIN, INC.
FOR CONSULTING ENGINEERING SERVICES
FOR THE DESIGN OF TRAFFIC SIGNAL SYSTEM UPGRADE AND TRANSIT SIGNAL PRIORITY
IMPLEMENTATION - PHASE 5

STATE PROJECT NO. 102-369

FEDERAL PROJECT NO. 1102(125)PE

NOTE: ANY ITEM STAMPED "DNA" OR "DOES NOT APPLY" IS HEREBY DELETED PRIOR TO THE EXECUTION OF THIS AGREEMENT WITH THE CONCURRENCE OF THE CONSULTING ENGINEER. ~~ANY REFERENCE TO PRELIMINARY ENGINEERING STUDIES, SCHEDULE A, PARAGRAPH 2 TO BE PERFORMED BY THE CONSULTING ENGINEER SHALL NOT APPLY.~~

INDEX OF SPECIFICATIONS AND STIPULATIONS

OBLIGATIONS OF THE CONSULTING ENGINEER

1. STANDARD PRACTICES AND REQUIREMENTS
2. SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN AND FINAL DESIGN
- ~~3. SUBSURFACE SOIL AND ROCK INVESTIGATIONS~~
4. COST ESTIMATES AND SUBMISSIONS
5. REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS, DESIGN SERVICES DURING CONSTRUCTION
6. CONSULTATION DURING CONSTRUCTION
7. WORK PERIOD
8. EXTRA WORK
9. PROGRESS REPORTS
10. INVOICES
11. MAINTENANCE AND AUDIT OF RECORDS
12. VISITS TO THE SITE
13. CONFERENCES AND FIELD REVIEWS
14. ENTRY UPON PRIVATE PROPERTY
15. ENTRY SUBJECT TO SECURITY
16. REVIEW OF WORK
17. RESPONSIBILITY FOR ACCURACY OF WORK
18. INFORMATION FROM OTHERS
19. RELATIONSHIP WITH OTHERS
20. INSURANCE
21. RESPONSIBILITY FOR CLAIMS AND LIABILITY
22. CONDITIONS FOR SUBCONTRACT OF WORK
23. COVENANT AGAINST CONTINGENT FEES
24. ASSIGNMENT OR TRANSFER OF AGREEMENT

OBLIGATIONS OF THE MUNICIPALITY

- 25. PUBLICATIONS AND DATA FURNISHED BY THE MUNICIPALITY
- 26. CONFERENCES AND FIELD INSPECTIONS
- 27. TITLE SEARCH AND PROPERTY MAPS
- 28. ADVERTISING AND AWARDED CONSTRUCTION CONTRACTS
- 29. SHOP AND CONSTRUCTION DRAWINGS
- 30. DETERMINATION OF EXTRA WORK
- 31. PROGRESS PAYMENTS
- 32. FINAL PAYMENT
- ~~33. PAYMENT FOR SOILS WORK~~
- 34. PAYMENT FOR REVIEW OF SHOP PLANS AND DESIGN SERVICES DURING CONSTRUCTION
- 35. PAYMENT FOR CONSULTATION DURING CONSTRUCTION

FURTHER ARTICLES OF MUTUAL AGREEMENT

- 36. DEVELOPMENT OF PLANS FROM SURVEY DATA
- 37. REDUCTION OR EXTENSION OF WORK
- 38. REDUCTION IN SCOPE OF WORK
- 39. PRIORITY SEQUENCE
- 40. CONSTRUCTION CONTRACTS
- 41. OWNERSHIP OF DOCUMENTS AND RIGHTS IN DATA
- 42. PREQUALIFICATIONS AND RIGHT OF REMOVAL
- 43. CONVERSION TO FEDERAL AID
- 44. REVISIONS IN ORGANIZATION
- 45. TERMINATION
- 46. PAYMENT FOR SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN AND FINAL DESIGN
- 47. REQUEST FOR FULL PAYMENT OF FEE
- 48. MAXIMUM PAYMENT BY THE MUNICIPALITY
- 49. AGENT FOR SERVICE OF PROCESS
- 50. CERTIFICATION OF CONSULTANT AND CERTIFICATION OF CITY OF NORWALK
- 51. ATTACHMENTS TO AGREEMENT
- 52. CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT
- 53. CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
- ~~54. POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM~~
- ~~55. STATE EMPLOYEE CODE OF ETHICS (DNA)~~
- 56. NOTICE BETWEEN PARTIES TO AGREEMENT
- 57. FEE ADJUSTMENT
- 58. DIRECT COST ITEMS
- 59. DESIGN SCHEDULE
- 60. SUSPENSION OR DEBARMENT
- 61. PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE
- 62. CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG
- 63. GOVERNMENTAL AGENCY EXEMPTION
- ~~64. SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE) (DNA)~~
- 65. USE OF COMPUTER-AIDED DESIGN AND DRAFTING FILE(S)
- 66. CERTIFICATION FOR FEDERAL-AID CONTRACTS
- 67. CODE OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS
- ~~68. STANDARD BENTLEY FILE (DNA)~~
- 69. AMERICANS WITH DISABILITIES ACT
- 70. PAYMENT OF RECOVERABLE COSTS DUE THE MUNICIPALITY
- 71. EXECUTIVE ORDERS
- 72. JURISDICTION AND FORUM LANGUAGE
- 73. LITIGATION
- 74. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

- 75. MAXIMUM FEES
- 76. ~~CORE AGREEMENT/CONTRACT PURCHASE ORDER (DNA)~~

ATTACHMENTS

SCHEDULE A -- WORK TO BE PERFORMED

SCHEDULE B -- PAYMENT FOR SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN, SEMI-FINAL DESIGN, FINAL DESIGN, AND FIELD FINE-TUNING

SCHEDULE C -- PAYMENT FOR REVIEW OF SHOP PLANS AND CONSULTATION DURING CONSTRUCTION

SCHEDULE D -- PAYMENT FOR EXTRA WORK

SCHEDULE E -- MAXIMUM PAYMENT BY THE MUNICIPALITY

CERTIFICATION OF CONSULTANT AND CERTIFICATION OF CITY OF NORWALK

TITLE VI CONTRACTOR ASSURANCES

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

~~POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM~~

~~AGREEMENTS WITH GOALS -- SPECIAL PROVISIONS DISADVANTAGED BUSINESS ENTERPRISES AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS FOR FEDERAL FUNDED PROJECTS~~

~~STATE EMPLOYEE CODE OF ETHICS (DNA)~~

PROMPT PAYMENT TO SUBCONTRACTOR(S)

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

~~SPECIAL PROVISIONS, SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET ASIDE) (DNA)~~

SEEC FORM 11

MAXIMUM FEES FOR ARCHITECTS, ENGINEERS AND CONSULTANTS

POLICY ON NON-FEDERALLY FUNDED CONTRACT FEES FOR ARCHITECTS, ENGINEERS AND CONSULTANTS PERFORMING SERVICES FOR THE DEPARTMENT

NOTE: DNA = Does Not Apply

AGREEMENT

THIS AGREEMENT has been concluded at Norwalk, Connecticut by and between the City of Norwalk, acting herein by Harry Rilling, its Mayor, duly authorized, hereinafter referred to as the Municipality, and Vanasse Hangen Brustlin, Inc., authorized to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of Connecticut, as revised, acting herein by Robin Bousa, its Managing Director, hereunto duly authorized hereinafter referred to as the Consulting Engineer.

WITNESSETH, THAT,

WHEREAS, on October 16, 2016, the State of Connecticut, Department of Transportation, hereinafter referred to as the "State", the "Department", the "DOT" and/or "ConnDOT", and the Municipality entered into a Master Municipal Agreement for Design Projects, hereinafter referred to as "Master Agreement", which provides for the design of improvements to locally-maintained roadways, structures and transportation facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the Municipality desires to retain the Consulting Engineer to perform certain professional services for the Design of Traffic Signal System Upgrade And Transit Signal Priority Implementation - Phase 5, hereinafter referred to as the "Project"; and

WHEREAS, the distribution of funding and the Municipality's obligations with respect to the Project design are set forth in a Project Authorization Letter, also referred to as "PAL", issued by the DOT pursuant to the Master Agreement; and

WHEREAS, the Municipality has received notification of approval by the State of Connecticut to enter into an Agreement to retain professional services.

NOW, THEREFORE, KNOW YE THAT:

THE CONSULTING ENGINEER SHALL:

ARTICLE 1. STANDARD PRACTICES AND REQUIREMENTS

Ascertain the standard practices of the Municipality prior to beginning any of the work on this project. All work required under the terms of this Agreement shall be performed in accordance with these standard practices, and the latest editions and revisions of the following:

1. Connecticut Department of Transportation "Consultant Design Administration Manual".
2. Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, and Incidental Construction" (Form 818) and "Supplemental Specifications to the Standard Specifications for Roads, Bridges, and Incidental Construction" (Form 818).
3. Connecticut Department of Transportation "Highway Design Manual".
4. Connecticut Department of Transportation "Location Survey Manual".
5. Connecticut Department of Transportation "Specifications for Aerial Photography and Photogrammetric Mapping".
6. Connecticut Department of Transportation "Specifications for Checking Photogrammetric Mapping".
7. Connecticut Department of Transportation "Specifications for Monumenting and Mapping of State Highways".
8. Connecticut Department of Transportation "Policies and Procedures for Property Maps".

9. Connecticut Department of Transportation "Guide for the preparation of Section 13a-57 Plans".
10. Connecticut Department of Transportation "Bridge Design Manual", as revised.
11. Connecticut Department of Transportation "Drainage Manual".
12. Connecticut Department of Transportation "Water Resources Coordination and Permit Processing Manual".
13. Connecticut Department of Transportation "On-Site Mitigation for Construction Activities".
14. Connecticut Guidelines for Soil Erosion and Sediment Control.
15. "Connecticut Stormwater Quality Manual".
16. Connecticut Department of Transportation "Geotechnical Engineering Manual".
17. Connecticut Department of Transportation "Manual of Traffic Control Signal Design".
18. Connecticut Department of Transportation "A Policy on the Accommodation of Utilities within the Highway Right of Way".
19. Connecticut Department of Transportation "Public Service Facility Policy and Procedures for Highways in Connecticut".
20. Connecticut Department of Transportation "Standard Drawings".
21. Connecticut Department of Transportation "Bid Description Master File".
22. Connecticut Department of Transportation "Weighted Unit Prices".
23. Connecticut Department of Transportation "CADD/Graphics/GIS Standards Manual".
24. Connecticut Department of Transportation "Bridge Inspection Manual Version 2.1", as revised.
25. Connecticut Department of Transportation "Construction Manual" and Construction Advisories.
26. Connecticut Department of Transportation "A Guide for Public Outreach".
27. Connecticut Department of Transportation "Policy Statement Manual".
28. Directives in the form of "Consulting Engineers General Memoranda" issued by the State prior to the consummation of this Agreement or such other directives and revisions as may be issued by the State during the term of this Agreement.
29. Connecticut Guidelines for Soil Erosion and Sediment Control.
30. U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, December 9, 1991, and all subsequent revisions thereto.
31. U.S. Department of Transportation, Federal Highway Administration, Bridge Inspector's Manual 1990, as revised.
32. U.S. Department of Transportation, Federal Highway Administration, Bridge Inspector's Manual for Movable Bridges, as revised.
33. All Publications of the American Association of State Highway and Transportation Officials (AASHTO).
34. Transportation Research Board "Highway Capacity Manual (Special Report 209)".

35. Transportation Research Board "Other Guides, Reports, etc., related to Highway Design Construction".
36. Rules and Regulations concerning clearance on Railroads - Connecticut Public Utility Control Authority.
37. "Manual on Uniform Traffic Control Devices".
38. "American Standard Practice for Roadway Lighting" - Illuminating Engineering Society, American National Standards Institute.
39. The National Electrical Manufacturer's Association Requirements.
40. Rules and Regulations of the National Fire Protection Association.
41. Manual for Railway Engineering, Volumes 1, 2, 3, and 4, as revised, American Railway Engineering and Maintenance of Way Association.
42. Steel Construction Manual - American Institute of Steel Construction.
43. Standards for Specifying Construction of Airports-US Department of Transportation, Federal Aviation Administration.
44. The Connecticut State Fire Safety Code, current edition including current supplements, as adopted pursuant to CGS 29-292.
45. The Connecticut State Building Code, current edition including current supplements, as adopted pursuant to CGS 29-252.
46. Concrete Pipe Design Manual-American Concrete Piper Association Publications of Soil Conservation Service.
47. U.S. Geological Survey-Water Supply Publications Hydraulic Engineering Center Publication (USACOE).
48. Building Code Requirements for Reinforced Concrete (ACI318)-American Concrete Institute.
49. Manual for Construction and Maintenance of Track (M.W. 4).
50. National Electrical Safety Code, 1996 edition or (latest revised edition).
51. Rules, Standards and Installations Governing the Installation, Inspection, Maintenance and Repair of Signal Train Control Devices and Appliances issued by the United States Department of Transportation, Federal Railroad Administration, effective 2/27/84 or (latest edition).
52. Instruction for Making Test of Signal Apparatus, Metro North Commuter Railroad C&S2 and Conrail C&S27.
53. Instructions Governing Construction, Maintenance, changes and testing of Signal and Interlocking Systems - Metro-North Commuter Railroad C&S1, C&S1A and C&S2.
54. Special Instructions covering Construction and Maintenance of Signals and Interlocking Conrail C&S23.
55. Federal Railroad Administration Rules, Standards and Instructions for Railroad Signal Systems - Hours of Service.
56. Railway Electrification Guidelines. Canadian Electrical Code Part III (latest edition).
57. All Publications of the American Welding Society (AWS).

58. All Publications of the American Society of Testing and Materials (ASTM).
59. Association of American Railroads, Standard and Practices - Communication and Signal manuals (latest edition).
60. All publications of the American Railway Engineering And Maintenance-of-Way Association (AREMA) (latest edition).
61. Instructive coordination of electric supply and railroad communication/signal systems - principals and practices AAREEI Report.
62. Information and requirements for electric supply below 600 volts, Northeast Utilities, 1993 edition or (latest revised edition).
63. Supplement to Information and Requirements for Electric Supply Approved Metering Equipment 1993 edition or (latest revised edition).
64. U.S. Department of Transportation, Track Safety Standards, Federal Railroad Administration Office of Safety, November 1, 1992 or (latest edition).
65. Department of Transportation P5800.5, 1990 Emergency Response Guidebook.
66. Guidelines and Perimeters of "Item the International Guide to EMC".
67. Federal Register - Volume 56 No. 173/Friday, September 6, 1991, Appendix A to part 37 - "Standards for Accessible Transportation Facilities", ADA Accessibility Guidelines for Buildings and Facilities" or (latest revised edition).
68. Metro-North Commuter Railroad - SF1 "Instructions for the inspection of Bridges and Culverts, December 1988.
69. Bridge Welding Code, American Welding Society (D1.5).
70. Connecticut Department of Transportation "Digital Project Development Manual"
71. In case of conflict between the State and Federal Standards and guidelines listed above, The FHWA standards and guidelines will prevail as the minimum.

ARTICLE 2. SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN, AND FINAL DESIGN

Perform such services, hereinafter described within the before mentioned limits, as are required to perform the survey, preliminary engineering studies, preliminary design and final design more specifically described in Schedule A.

The Consulting Engineer shall provide expertise in the environmental sciences, such as, but not limited to, social, economic, and ecological fields in the design of the project.

If applicable, the Consulting Engineer shall employ or have on his staff an engineer of recognized standing in hydraulics acceptable to the State.

ARTICLE 3. ~~SUBSURFACE SOIL AND ROCK INVESTIGATIONS~~

~~Arrange for, supervise, inspect, and/or perform test borings, other subsurface investigations and laboratory tests, all as noted in the latest edition and revisions of the "Connecticut Department of Transportation, Consultant Design Administration Manual, August 2016".~~

~~If applicable the Consulting Engineer shall employ or have on his staff an engineer of recognized standing in soils or foundation engineering acceptable to the State.~~

ARTICLE 4. COST ESTIMATES AND SUBMISSIONS

Prepare estimates in accordance with instructions in "Connecticut Department of Transportation Connecticut Department of Transportation, Consultant Design Administration Manual, August 2016". unless directed otherwise. The unit prices for all pay items shall be evolved from cost studies of job conditions relating to the individual pay items.

Submissions will be made in accordance with Chapter 400 "Planning/Design Phase".

Such cost estimates are confidential and accordingly the Consulting Engineer agrees to take all reasonable steps to ensure that no such cost data will be allowed to be disclosed to any third party, and that any such disclosure will be deemed a breach of the Agreement and subject the Consulting Engineer to all legal damages arising from said breach.

ARTICLE 5. REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS, DESIGN SERVICES DURING CONSTRUCTION

1. Review, check, and approve when satisfactory, all shop and construction drawings necessary for fabrication, construction, operation, and maintenance of the design prepared by the Consulting Engineer, including those features of construction for which alternate or approved equals are allowed or specified, and whose details do not differ substantially from those shown on the plans or from those specified. This shall include, but not be limited to, all structural details, reinforcing bar lists, architectural details, erection and forming details, and sequence of construction. Payment shall be made in accordance with Article 34.

2. Review, when requested by the Municipality, plans and construction drawings such as falsework, cofferdam construction, sheet piling, and erection procedure submitted by the construction contractor, whether or not required by the latest edition of the "Standard Specifications for Roads, Bridges, and Incidental Construction". Payment shall be made in accordance with Article 34.

3. Perform, when requested by the Municipality and as Extra Work Items, other design services required during construction which are not due to errors or omissions by the Consulting Engineer.

ARTICLE 6. CONSULTATION DURING CONSTRUCTION

1. Make his services available during the construction phase for consultation, advice, and visits to the site of the work and elsewhere as may be directed by the Municipality.

2. Payment for construction and post-construction consultation services, which are not due to errors or omissions by the Consulting Engineer, shall be made in accordance with Article 35.

ARTICLE 7. WORK PERIOD

1. Submit all work stipulated in Schedule A, Task 1 of this Agreement within 120 calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed. A calendar day shall be every day in the week, Saturdays, Sundays, and holidays included.

2. Submit all work stipulated in Schedule A, Task 2 of this Agreement within 120 calendar days, commencing from the date of completion of Task 1.

3. Submit all work stipulated in Schedule A, Task 3 of this Agreement within 100 calendar days, commencing from the date of completion of Task 2.

4. Submit all work stipulated in Schedule A, Task 4 of this Agreement within 75 calendar days commencing from the date of completion of Task 3.

5. Submit all work stipulated in Schedule A, Task 5 of this Agreement during and in coordination with the construction by the Municipality's construction contractor.

The Municipality may extend the allotted time beyond the period specified above when the work has been delayed for reasons beyond the control of the Consulting Engineer. The Consulting Engineer may present to the Municipality, in writing, request for extension of allotted time for completion of the work. The Municipality will evaluate such requests and if the Municipality determines such requests are based on valid grounds, shall grant such extension of time for completion of the work as the Municipality deems warranted. All requests for extension of time must be made prior to the time that the Consulting Engineer is in default. Decisions made by the Municipality relative to the granting of extension of time shall be final and binding.

The Consulting Engineer further agrees that no charges or claim for damages or additional compensation shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may determine, it being understood, however, that the permitting of the Consulting Engineer to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein.

The Municipality will not consider any proposal by the Consulting Engineer for renegotiation of the lump sum fee for work specified in Schedule A, Task 1, 2, 3, 4, and 5 unless 30 calendar days have elapsed since the initial formal notice to proceed. A proposal may be considered by the Municipality, however, if such proposal is requested by the Municipality.

ARTICLE 8. EXTRA WORK

Make any revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans or changes in the layout as may be ordered by the Municipality or any of its duly authorized representatives at any time during the life of this Agreement. No additional payment will be made for such revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans or layout, unless such changes constitute Extra Work.

Extra Work is defined as follows:

(a) Such additional work as ordered by the Municipality beyond the scope of this Agreement to the extent that such work will not be reflected in the lump sum fee payment specified in this Agreement.

(b) Such work as shall supersede or revise completed work that has been accepted in writing by the Municipality. Changes such as those to effect refinements in the designs and such as those made necessary by errors, omissions, oversight or neglect on the part of the Consulting Engineer, will not be considered Extra Work.

In the event that changes in the Consulting Engineer's proposed design are suggested which, in the opinion of the Consulting Engineer, would result in Extra Work, he shall immediately submit complete documentation of the claim and upon the Municipality's concurrence shall submit an estimate of the cost for the Extra Work and refrain from working in the area while the Municipality reviews the claim, or proceed otherwise if specifically directed by the Municipality. If approval is denied, the Consulting Engineer shall continue to process the work without delay and payment will be made according to the terms of this Agreement. No work, other than that for which a claim is being reviewed, shall be delayed pending a decision of the Municipality.

Unless the Consulting Engineer identifies and the Municipality acknowledges Extra Work prior to its performance, the Municipality will not be obligated to consider it as Extra Work after the fact.

Classification of any work as Extra Work, and also the method of evaluation of the amount of fee to be paid for such Extra Work, shall be the function of the Municipality, and the Municipality's decision shall be final and binding. Where the extent and cost of work to be performed can be determined in advance with reasonable accuracy, a mutually agreed upon lump sum fee may be the basis for payment. If the Municipality finds that the extent and cost of work to be performed cannot be determined in advance with reasonable accuracy, the payment for Extra Work shall be determined on the basis of the cost to the Consulting Engineer for performing such Extra Work, according to the provision of Schedule D.

Extra Work costs shall be segregated by the Consulting Engineer to facilitate audit at a later date by the State or the Federal Highway Administration.

Extra Work that results in an accumulative fee exceeding the amount specified in Schedule D shall be performed and paid for under a supplemental agreement specifically drawn for this work.

ARTICLE 9. PROGRESS REPORTS

Submit to the Municipality, prior to the first billing for work performed, a progress report showing the percentage of each phase of the required services, based on the negotiated monetary value for each phase. The percentages agreed upon by the Municipality and the Consulting Engineer shall be used in the progress report submitted every calendar month and shall be binding upon the Consulting Engineer, unless adjusted at the discretion of the Municipality. Said progress reports shall be subject to examination and approval of the Municipality and shall be on forms furnished by the Municipality.

ARTICLE 10. INVOICES

Submit to the Municipality invoices for payment on forms furnished by the Municipality in accordance with the then current format, subject to the terms of Articles 31, 32, 33, 34 and 35.

ARTICLE 11. MAINTENANCE AND AUDIT OF RECORDS

Agree to incorporate in all subconsultant agreements the entire Maintenance and Audit of Records article of this Agreement.

(a) Project Accounts

The Consulting Engineer shall maintain an accounting system that is adequate to segregate and accumulate reasonable, allocable costs and shall maintain accounts and records in accordance with generally accepted accounting principles consistently applied.

(b) Allowable Costs

The authority for determining allowable costs under the Agreement shall be "Title 48, Federal Acquisition Regulations, Parts 31," which is incorporated herein by reference.

(c) Audit and Inspection of Records

The Consulting Engineer shall permit the authorized representatives of the State, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Consulting Engineer relating to his performance under the Agreement until the expiration of three (3) years after final payment under this Agreement.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation (External Audits), upon request, a detailed job cost report of all project costs incurred under this Agreement.

The Consulting Engineer further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly-authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to work under the subcontract. The term "subcontract" as used in this clause excludes subcontract for work not exceeding \$25,000.00 in aggregate value.

The periods of access and examination described above, for records which relate to (1) appeals or claim disputes, (2) litigation regarding claims arising out of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the State, by the Comptroller General, or by any of their duly-authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been finally and irrevocably disposed of.

In accordance with Title 23 CFR, Chapter 1, Part 172.11 (d), the Department as recipient or subrecipient of federal-aid highway funds, may share the aforementioned audit information with federal agencies, provided that the Consulting Engineer is given notice of each such use and transfer of information.

(d) Record Retention

The Consulting Engineer agrees that he shall preserve all of his records and accounts concerning the implementation of this Agreement including, but not limited to, any records, books, or other documents relative to charges, including charges for Extra Work, alleged breaches of agreement, settlement of claims, soils and foundation services, or any other matter involving the Consulting Engineer's or subcontractor's demand for compensation by the State, for a period of not less than three (3) years from the date of the final payment under this Agreement. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved.

(e) Annual Audit of Burden, Fringe and Overhead Costs

The Consulting Engineer agrees to prepare a "Statement of Direct Labor, Fringe Benefits and Overhead Costs" (Overhead Schedule) from its operations for each fiscal year which the Agreement covers. The Overhead Schedule shall consist of direct labor costs, fringe benefits and indirect costs listed by accounts for home office design and construction engineering/inspection (field) projects, if applicable.

The Consulting Engineer agrees to have an independent Certified Public Accountant (CPA) perform an audit or examination level attestation engagement of the Overhead Schedule, performed in accordance with Government Auditing Standards issued by the U.S. Government Accountability Office. The independent CPA shall be responsible for issuing an independent opinion on the Consulting Engineer's compliance with Government regulations, including "Title 48, Federal Acquisition Regulations, Parts 31" and related laws; and issuing a report of the auditor's testing of the Consulting Engineer's internal controls and the results of such testing. The independent CPA shall use the current edition of the American Association of State Highway and Transportation Officials, Uniform Audit and Accounting Guide in their audit/attestation of the Overhead Schedule.

The Consulting Engineer agrees to forward the above audit to External Audits within one hundred fifty (150) days following the close of each fiscal year for which the Agreement covers.

The Consulting Engineer agrees to forward to External Audits within thirty (30) days of issuance, copies of overhead schedule audits issued by other State or Federal Agencies that are performed in accordance with Government Auditing Standards using the criteria for determining acceptable costs contained in the "Title 48, Federal Acquisition Regulations, Parts 31".

While it is the intent of the Department to rely on the work of the other States, Federal Agencies or CPA, the Department reserves the right to audit or review any records of the Consulting Engineer, review the working papers of the CPA and contact or obtain information from any other State or Federal Agency when in its judgment, the best interests of the Department so require.

The Consulting Engineer also agrees it shall make arrangements with their independent CPA to have copies of their working papers forwarded to External Audits, when requested.

(f) Annual Consulting Engineer Certification

The Consulting Engineer agrees to provide an annual Certification of Final Indirect Costs in accordance with FHWA Directive 4470.1A of the allowability of costs in accordance with FAR cost principles, 48CFR, Part 31 of overhead costs for each fiscal year for which this Agreement covers in the form prescribed by the Department. This certification must be submitted with any annual audit of overhead costs.

The Consulting Engineer agrees to forward the above certification to External Audits within one hundred fifty (150) days following the close of each fiscal year for which the Agreement covers.

ARTICLE 12. VISITS TO THE SITE

Make sufficiently frequent visits to the site during all stages of the design to detect changed field conditions, and if required, perform or arrange for additional surveys needed to modify and correct the plans, and adjust the designs as required to ensure that the plan and design details are those best suited to the latest existing field conditions.

ARTICLE 13. CONFERENCES AND FIELD REVIEWS

Attend conferences at locations designated by the Municipality for consultation and review of data upon request of any party having direct concern with the project. Field reviews will be held as specified in Connecticut Department of Transportation "Connecticut Department of Transportation, Consultant Design Administration Manual, August 2016". Additional field reviews will be held, if necessary.

ARTICLE 14. ENTRY UPON PRIVATE PROPERTY

Obtain permission to enter upon private property as an agent of the Municipality, from all owners or occupants of property involved in the survey and/or geological investigations for the location, relocation, construction, or reconstruction of any proposed or existing highway when such entry by the Consulting Engineer is required in order to complete this Agreement. The method of obtaining said permission or the procedure to follow if permission of the owner is denied shall be in conformance with current State policy, and the Consulting Engineer shall use care so that no unnecessary damage shall result.

ARTICLE 15. ENTRY SUBJECT TO SECURITY

Assume responsibility for obtaining all necessary permits that may be required and obtain clearance for entry onto any properties subject to security regulations.

ARTICLE 16. REVIEW OF WORK

Permit the Municipality, State Department of Transportation and/or the Federal Highway Administration to review at any time, all work performed under the terms of this Agreement at any stage of the work.

ARTICLE 17. ~~RESPONSIBILITY FOR ACCURACY OF WORK~~ (DNA)

~~Assume full responsibility for the accuracy of all products of his engineering work produced under this Agreement, including any supplements thereto, and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Professional Engineer's Seal on the Title Sheet(s) of all plans, designs, and/or documents so produced. Each partner who will be performing engineering work under this Agreement shall be registered as a Professional Engineer in Connecticut, throughout the life of this Agreement including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Registration for Professional Engineers and Land Surveyors.~~

~~With prior written approval of the Municipality, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform and accept complete responsibility for all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance to all specifications and requirements established herein. Said Connecticut registered Land Surveyor shall assume full responsibility for the accuracy of all products of his surveying work produced under this Agreement, including any supplements thereto and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Land Surveyor's Seal to the Title Sheet(s) of all maps, plans, and/or other documents so produced.~~

ARTICLE 17. RESPONSIBILITY FOR ACCURACY OF WORK

Assume full responsibility for the accuracy of all products of its work under this Agreement including any supplements thereto, and shall so indicate by affixing the Connecticut Certificate of Registration Number for the Corporate Practice of Engineering by a corporation or limited liability company on the Title Sheet(s) of all plans and/or documents, as well as the signature and Connecticut Professional Engineer's Seal of the individual(s) in charge of the work performed under the terms of this Agreement. Each individual listed on the said Connecticut Corporate Certificate of Registration as an engineer or land surveyor for a corporation or limited liability company, or so listed on the subsequently amended Corporate Certificate of Registration, shall be registered as a Professional Engineer or Land Surveyor (whichever is appropriate) in Connecticut, throughout the life of this Agreement including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Examiners for Professional Engineers and Land Surveyors.

With prior written approval of the Municipality, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance with all specifications and requirements established herein. The Consulting Engineer shall assume full responsibility for the accuracy of all products of his surveying work produced under this Agreement, including any supplements thereto and shall indicate acceptance of said responsibility by affixing the Connecticut Certificate of Registration Number for the Corporate Practice of Land Surveyors by a corporation or limited liability company, as well as the signature and Connecticut Land Surveyor's Seal of the individual(s) in charge of the work performed, on the Title Sheet(s) of all maps, plans, and/or other documents so produced.

ARTICLE 18. INFORMATION FROM OTHERS

Obtain information pertinent to the design of the project such as maps, plans and documents from other

Consulting Engineers, municipalities, public utility companies, local authorities or others engaged in surveying, mapping, designing, including those working on traffic control and other facilities within or adjacent to this project.

ARTICLE 19. RELATIONSHIP WITH OTHERS

Cooperate fully with all representatives of all allied disciplines involved, including, but not necessarily limited to, other Consulting Engineers, State personnel, municipalities, officials, public utility companies and others engaged in surveying, mapping and designing, including those working on traffic control, and other facilities within or adjacent to this project; attend such meetings, discussions, hearings as may be requested from time to time by the Municipality to effectuate this cooperation; and comply with all directives given by the Municipality.

ARTICLE 20. INSURANCE

With respect to the operations performed by the Consulting Engineer under the terms of this Agreement and also those performed for the Consulting Engineer by its subcontractors, the Consulting Engineer will be required to carry for the duration of this Agreement, and any supplements thereto, with the State and Municipality being named as additional insured parties for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to the Municipality. In the event the Consulting Engineer secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, the Municipality and the State of Connecticut shall be named as additional insured.

A. COMMERCIAL GENERAL LIABILITY

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

B. AUTOMOBILE LIABILITY

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

C. RAILROAD PROTECTIVE LIABILITY

When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by the Consulting Engineer and/or its subcontractor(s), the Consulting Engineer shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Consulting Engineer shall obtain and submit evidence of the minimum coverage indicated above to the Municipality prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the Municipality.

D. VALUABLE PAPERS AND RECORDS

The Consulting Engineer shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to

the Municipality, until the complete design has been accepted by the Municipality, and all original tracings, highway and bridge design computations, survey data, documents or data will have been returned to the Municipality. This will assure the Municipality that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by the Municipality or State it shall retain in its possession duplications of all survey plans and field notes. The Consulting Engineer shall retain in its possession duplications of all products of its work under this Agreement, if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000) when the insured items are in its possession, and in the amount of Twenty Thousand Dollars (\$20,000) regardless of the physical location of the insured items.

E. WORKERS' COMPENSATION

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

F. PROFESSIONAL LIABILITY INSURANCE

Secure and maintain at no direct cost to the Municipality a Professional Liability Insurance policy for errors and omissions in the minimum amount of \$2,000,000. The Consulting Engineer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Consulting Engineer. The Consulting Engineer may, at his election, obtain a policy containing a maximum \$250,000 deductible clause, but if he should obtain a policy containing such a clause the Consulting Engineer shall be liable, as stated above herein, to the extent of the deductible amount. The Consulting Engineer shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Consulting Engineer agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Consulting Engineer under this agreement.

Failure of the Consulting Engineer to maintain insurance coverage in accordance with the terms of the agreement shall constitute a violation of the agreement and shall subject the Consulting Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

G. CERTIFICATE OF INSURANCE

The Consulting Engineer agrees to furnish to the Municipality a Certificate of Insurance on the form(s) provided by the Municipality, in conjunction with Items A, B, C, D, and E above, and a "Certificate of Insurance DOC-001", in conjunction with Item F above, fully executed by an insurance company or companies satisfactory to the Municipality, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Consulting Engineer shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the Municipality. In providing said policies, the Consulting Engineer may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this agreement/contract.

ARTICLE 21. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consulting Engineer shall indemnify and save harmless the Municipality its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the

negligent performance, negligent acts, errors or omissions in the work performed by the Consulting Engineer and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Consulting Engineer and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

The Consulting Engineer shall indemnify the Municipality and its officers, agents and employees acting for the Municipality against any liability, including cost and expenses, incurred as the result of the violation of trade secrets, copyright, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Agreement; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Municipality provides notice to the Consulting Engineer as soon as practicable of any claim or suit, affords the Consulting Engineer an opportunity under applicable laws, rules or regulations to participate in the defense thereof, and obtains the Consulting Engineer's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Consulting Engineer by the Municipality and incorporated in data to which this clause applies.

It is further understood and agreed by the parties hereto, that the Consulting Engineer shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the Municipality and the Consulting Engineer, unless requested to do so by the Municipality. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

ARTICLE 22. CONDITIONS FOR SUBCONTRACT OF WORK

Not subcontract any portion of the work required for the completion of this Agreement without the written approval of the Municipality. The form of the Subcontractor's Agreement shall be as developed by the Consulting Engineer and approved by the Municipality. The Consulting Engineer shall furnish to the Municipality certification of Public Liability and Property Damage Insurance Coverage, including the use of motor vehicles, for the operations to be performed by subcontract. Any work subcontracted by the Consulting Engineer will be paid for by the Municipality at the actual cost to the Consulting Engineer with no additions.

ARTICLE 23. COVENANT AGAINST CONTINGENT FEES

Warrant that he has not employed or retained any company or person other than a bona fide employee working solely for the Consulting Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consulting Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 24. ASSIGNMENT OR TRANSFER OF AGREEMENT

Warrant that he shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of the Agreement or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm, partnership, or corporation without the written consent of the Municipality. For breach or violation of the above stipulation the Municipality shall have the right to annul this Agreement without liability.

THE MUNICIPALITY SHALL

ARTICLE 25. PUBLICATIONS AND DATA FURNISHED BY THE MUNICIPALITY

Furnish all publications, prepared by the Municipality or State, noted in Article 1.

ARTICLE 26. CONFERENCES AND FIELD INSPECTIONS

Arrange and hold conferences as may be necessary, including visits to the site and inspection of the work at any time, at the request of any party or parties concerned. Conferences may be held at the office of the Municipality or at such other locations as may be required.

ARTICLE 27. TITLE SEARCH AND PROPERTY MAPS

Furnish title search information and, if required, prepare all property acquisition maps.

ARTICLE 28. ADVERTISING AND AWARDING CONSTRUCTION CONTRACTS

Advertise, receive bids for and award construction contracts for any or all work designed under the terms of this Agreement.

ARTICLE 29. SHOP AND CONSTRUCTION DRAWINGS

Furnish all shop, construction, and working drawings as prepared by the construction contractor that are necessary for the fabrication and construction of the complete design prepared by the Consulting Engineer. However, the Consulting Engineer shall review these details in accordance with Article 5.

ARTICLE 30. DETERMINATION OF EXTRA WORK

Consider as Extra Work that work which the Consulting Engineer is directed to perform beyond the scope and character of this Agreement if the requirements of Article 8 are met. Upon presentation by the Consulting Engineer of a request for payment for such work, the request shall be evaluated by the Municipality and, if found valid, the Municipality shall authorize payment therefore. In the event the Consulting Engineer requests payment for Extra Work which the Municipality determines is without basis or foundation, the Municipality may reject such request. The decision of the Municipality on the request for payment of Extra Work shall be final and binding. The overall project shall not be delayed pending the decision of the Municipality on such matters.

ARTICLE 31. PROGRESS PAYMENTS

Pay the Consulting Engineer for work performed in accordance with the terms specified herein. The Consulting Engineer may request progress payments for work performed. These requests for payment may be submitted monthly and shall be made on invoice forms supplied by the Municipality. Progress payments will be made by the Municipality on the following basis:

Progress payments for the work specified in Schedule A, Task 1, 2, 3, 4, and 5 will be equal to ninety-seven and one-half percent (97½%) of the lump sum fee specified in Schedule B for each such Task, based on the percentage of completion of work specified in Schedule A, Task 1, 2, 3, 4, and 5. Direct Cost specified in Schedule B shall be paid as incurred not to exceed the lump sum for such costs set forth in Schedule B.

No request for payment for work required under Schedule A, Task 4 shall be certified for payment until the work required under Schedule A, Tasks 1, 2, and 3 has been completed and accepted by the Municipality, unless otherwise directed by the Municipality.

The Consulting Engineer may request the substitution of securities for retainage in accordance with Connecticut General Statutes Section 3-112a.

ARTICLE 32. FINAL PAYMENT

1. Pay the Consulting Engineer if the Municipality does not award a construction contract for the work covered by this Agreement as specified in Schedule A, Tasks 1, 2, 3, and 4 within two (2) years following the acceptance of the completed design as follows:

Pay the Consulting Engineer at the expiration of two (2) years following the receipt of the completed design an amount equal to one hundred percent (100%) of the payment specified in Schedule B for the work performed in accordance with Schedule A, Tasks 1, 2, 3, and 4. From the payment thus computed

shall be deducted all previous progress payments made to the Consulting Engineer for the work performed as specified in Schedule A. In this case there shall be no payment for the services to be furnished under the requirements of Articles 5 and 6 or Task 5, as applicable, since work stipulated in these last named Articles will not be required.

2. Pay the Consulting Engineer if the Municipality awards a construction contract or contracts for the work covered by the design specified in Schedule A, Task 1, 2, 3, and 4 prior to the expiration of two (2) years following the receipt of the completed design as follows:

Pay the Consulting Engineer at the completion of the construction contract or contracts an amount equal to one hundred percent (100%) of the payment specified in Schedule B, for the work performed in accordance with Schedule A, Task 1, 2, 3, 4 and 5 and make payment for services stipulated in Articles 5 and 6 in conformance with Article 34, Article 35, and Schedule C. From the figure thus obtained there shall be deducted all previous payments.

For the purpose of this paragraph, "completion of the construction contract or contracts", shall be construed to mean when the construction has progressed on each contract or contracts to the extent that it is either opened for normal traffic use or it is deemed by the Municipality to be ready to be opened to normal traffic use and at which time the Municipality determines that the Consulting Engineer has fulfilled all his obligations under the terms of this Agreement.

ARTICLE 33. — PAYMENT FOR SOILS WORK

~~———— Pay the Consulting Engineer monthly the actual cost to the Consulting Engineer for soils and foundation explorations and soils laboratory tests, based upon approved estimates and invoices furnished by the Consulting Engineer for the work performed under the terms of Article 3 of this Agreement, less all previous payments for this work, and subject to the audit and approval of the Municipality. There shall be no surcharge or retained percentage on these payments.~~

~~———— The cost of the following soils engineering activities shall be considered as included in the payment for work specified in Schedule A, paragraphs 1, 2, and 3, and shall not be included in the payment made to the Consulting Engineer for soils and foundation work noted above.~~

- ~~———— (a) ——— Preliminary studies in connection with soils work.~~
- ~~———— (b) ——— Supervision, inspection, and staking of pilot boring or other subsurface field investigation areas of work.~~
- ~~———— (c) ——— Preparation of soils program.~~

~~———— The cost of the following soils engineering activities shall be considered as included in the payment for work specified in Schedule A, paragraph 4.~~

- ~~———— (a) ——— Development of reports, statements, estimates, contracts, and all other work necessary to implement the program approved by the Municipality.~~
- ~~———— (b) ——— Supervision, inspection, and staking of boring work.~~
- ~~———— (c) ——— Identification of Soils.~~
- ~~———— (d) ——— Interpretation of boring data.~~
- ~~———— (e) ——— Transporting, storing, and protecting soils and boring data.~~
- ~~———— (f) ——— Planning, supervision, and inspection of soils laboratory work.~~
- ~~———— (g) ——— Evaluation of all data in connection with soils and foundation explorations and tests.~~

ARTICLE 34. PAYMENT FOR REVIEW OF SHOP PLANS AND DESIGN SERVICES DURING CONSTRUCTION

Pay the Consulting Engineer as specified in Schedule C for the work to be performed as required in Article 5, paragraphs 1 and 2. The Consulting Engineer may request partial payments for this work when he has completed his review of shop plans or construction drawings of an element of design requiring such review. Any work required under Article 5, paragraph 3, shall be paid for as Extra Work.

ARTICLE 35. PAYMENT FOR CONSULTATION DURING CONSTRUCTION

Pay the Consulting Engineer Two Hundred Eighty Dollars (\$280) for a Principal and Eight Hundred Dollars (\$800) for an engineer including expenses for every eight (8) hour workday authorized by the Municipality. Portions of a day will be prorated to the nearest two (2) hour period.

THE MUNICIPALITY AND THE CONSULTING ENGINEER FURTHER MUTUALLY AGREE:

ARTICLE 36. DEVELOPMENT OF PLANS FROM SURVEY DATA

That the profiles and cross sections for the project may be developed from maps, field notes, and other data obtained by the Consulting Engineer or furnished by the Municipality insofar as such provide adequate coverage and that, if required, additional surveys shall be performed or arranged for by the Consulting Engineer to meet the project requirements for the complete design. Additional surveys shall include, but not necessarily be limited to, surveys to obtain data for changed ground conditions, additional cross sections, supplemental utility information, and bridge grids; also, additional field information required as a result of adjustments in the project layout and design.

ARTICLE 37. REDUCTION OR EXTENSION OF WORK

That the Municipality may limit, reduce, or extend any work proposed by the Consulting Engineer, or at its option, the Municipality may specify the extent and details of the work, perform any or all of the work with Municipality forces or by such other means as the Municipality may desire, with a corresponding decrease in the lump sum fee or an increase approved as Extra Work.

ARTICLE 38. REDUCTION IN SCOPE OF WORK

The Consulting Engineer agrees that should the scope of the work under this Agreement be reduced, it will be reflected in the fees noted in applicable schedules, through negotiations, without requiring a supplemental agreement. The Consulting Engineer further agrees that the Municipality may establish an interim administrative fee for the work under which the Consulting Engineer will continue work during negotiations.

ARTICLE 39. PRIORITY SEQUENCE

That the Consulting Engineer's normal sequence of operations in performing the work under the terms of this Agreement shall be varied, at the direction of the Municipality, to give priority in critical areas so that schedule, right-of-way clearance, and other Municipality commitments, either present or future, can be met.

ARTICLE 40. CONSTRUCTION CONTRACTS

That the design or any portion thereof prepared by the Consulting Engineer under the terms of this Agreement may be part of no more than two construction contracts in which are included items and designs, or portions thereof prepared by others in any manner that the Municipality may choose at no additional cost to the Municipality.

ARTICLE 41. OWNERSHIP OF DOCUMENTS AND RIGHTS IN DATA

A. All products of the work, including but not limited to computer programs, associated digital data and documentation thereof created under the terms of this Agreement, as well as all copyright rights in all such products, shall become and remain the property of the Municipality. This shall include all partially completed work

in the event that the Agreement is terminated before completion for any reason.

B. (1) The Consulting Engineer shall transfer to the Municipality, as part of the consideration for this Agreement, any and all copyright rights or other proprietary interests which the Consulting Engineer may have in materials ("Work Products") produced by it under the terms of this Agreement; and the Consulting Engineer shall, whenever so requested by (the Municipality), sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the Municipality a letter agreement, in form and content satisfactory to the Municipality, stating that the Consulting Engineer thereby irrevocably transfers to the Municipality all of its copyright and other proprietary rights in the Work Products designated by the Municipality in its related request. The Consulting Engineer agrees not to assert, establish or authorize others (including Subcontractors) to assert or establish any claim to copyright on products or data produced in the performance of this contract.

(2) If deemed appropriate by the Municipality in its sole discretion, the Consulting Engineer shall agree that any or all Work Products shall be deemed a work of joint authorship by the Municipality and the Consulting Engineer for copyright purposes, and shall be registered as such with the United States Copyright Office. The Consulting Engineer hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.

C. The Consulting Engineer shall not engage or allow any party ("Other Party") other than itself or the Municipality to contribute directly to the creation of any Work Product unless the Consulting Engineer has first obtained from said Other Party a written agreement ("Secondary Agreement") containing essentially the same terms as Section B above; i.e., the Other Party

(1) shall agree to transfer to the Municipality any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the Municipality so requests, shall agree to deem such Work Product a work of joint authorship by the Municipality and by Other Party, and, if appropriate, by the Consulting Engineer also; and

(2) shall agree to sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the Municipality any letter agreement ("Letter Agreement") of the kind described in Section B above which the Municipality shall request from it. The Secondary Agreement between the Consulting Engineer and an Other Party shall provide expressly that any such Letter Agreement delivered by the Other Party to the Municipality shall be directly enforceable by the Municipality, and that the execution, delivery, and enforceability of such a Letter Agreement are part of the consideration for the Secondary Agreement.

D. The Consulting Engineer shall not use for purposes other than the performance of this contract, nor shall the Consulting Engineer release, reproduce, distribute or publish any data produced in the performance of this contract nor authorize others to do so, without written permission from the Municipality.

ARTICLE 42. PREQUALIFICATIONS AND RIGHT OF REMOVAL

That the Municipality reserves the right to prequalify every employee of the Consulting Engineer and the Subcontractor(s) working on this project and the salary classification of each. The Municipality further reserves the right to require removal from the project of any person or persons employed by the Consulting Engineer or Subcontractor(s) performing services under this Agreement who in the opinion of the Municipality has misconducted himself or is incompetent or negligent in the due and proper performance of his duties or who neglects or refuses to comply with the requirements of this Agreement.

ARTICLE 43. CONVERSION TO FEDERAL AID

In the event that Federal Funds become available to finance the construction of this project, the Consulting Engineer shall alter the plans, specifications, and estimates in accordance with the latest requirements for Federal-aid projects. This work shall be considered as Extra Work and payment shall be made in accordance with Article 8.

ARTICLE 44. REVISIONS IN ORGANIZATION OF CORPORATION

That the Consulting Engineer shall notify the Municipality in writing when there is a change in its

Connecticut Certificate of Registration for the corporate practice of engineering or land surveying by a corporation or limited liability company in the State of Connecticut or a change in the individual(s) in charge of the work specified herein. Neither change shall relieve the Consulting Engineer of any responsibility for the accuracy and completeness of all products of the work under this Agreement, including any supplements thereto.

ARTICLE 44. REVISIONS IN ORGANIZATION OF PARTNERSHIP

That the Municipality, on written notice by the Consulting Engineer of changes in the partnership structure of his organization, may enter into a supplemental agreement with the new partners providing releases are provided to the Municipality from the former partner, or partners, stating that he/she has been compensated in full or that provision has been made for compensation in full for all work performed under terms of this Agreement and a financial statement is submitted showing that solvency of the partnership is maintained. The death of a partner shall not release the partnership from the performance of this Agreement and the remaining functions must be performed by the surviving partner(s) until the terms of this Agreement are fully executed. The withdrawal of any partner from the partnership shall not relieve him from his liability for performance of this Agreement.

ARTICLE 45. TERMINATION

That the Municipality, by written notice to the Consulting Engineer, may suspend, postpone, abandon, or terminate this Agreement for the convenience of the Municipality, for violation by the Consulting Engineer of any provision contained in this Agreement, or for any failure by the Consulting Engineer to render to the satisfaction of the Municipality the services required under this Agreement, including any failure to make acceptable progress with work required under this Agreement. Such action on the part of the Municipality shall in no event be deemed a breach of contract. Upon receipt of written notification from the Municipality that this Agreement is to be suspended, postponed, abandoned, or terminated, the Consulting Engineer shall immediately cease operations on work required under this Agreement. Upon receipt of written notification that this Agreement is to be abandoned or terminated, the Consulting Engineer shall also immediately assemble all material which is in its possession or custody and which has been prepared, developed, furnished, or obtained under the terms of this Agreement, and shall transmit the same, together with the Consulting Engineer's evaluation of the cost of the work performed, to the Municipality on or before the fifteenth day following the receipt of written notice of abandonment or termination. Said material shall include, but not be limited to, documents, plans, computations, drawings, notes, records, and correspondence. Upon receipt of this material, the Municipality shall make settlement with the Consulting Engineer in the following manners:

- (a) If the Municipality terminates this Agreement for its convenience, the Municipality shall pay the Consulting Engineer a percentage of the lump sum fee which is specified in Schedules B and C, said percentage to be the same as the percentage of work completed by the Consulting Engineer under this Agreement as of the designated date of termination.
- (b) If the Municipality terminates this Agreement because the Consulting Engineer has failed to fulfill its obligations under the Agreement, the Municipality may complete the work required hereunder by contracting with another party or by any other means, and the Consulting Engineer shall be liable for any additional costs incurred by the Municipality in doing so.
- (c) If the Municipality, after terminating the Consulting Engineer for alleged failure to fulfill its obligations under this Agreement, determines that the Consulting Engineer has not failed to fulfill those obligations, the rights and remedies of the parties shall be the same as if the Municipality had terminated the Agreement for convenience.

In determining the basis for such equitable settlement for items (a), (b), and (c) as indicated above, the Municipality shall take into account any monies owed the Consulting Engineer for work previously performed under this Agreement, less any payments previously made for said work, and the amount of reimbursable expenses incurred by the Consulting Engineer, less any payments previously made, to reimburse the Consulting Engineer for those expenses.

The Consulting Engineer agrees to accept the Municipality's valuation of the work performed under this Agreement, and the Municipality will not be liable for any profit that the Consulting Engineer expected or might have expected to make on portions of the project work that have not been performed.

If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient funding to complete or proceed with the Project, the Consulting Engineer may not make a claim against the Municipality in any form or forum for loss of anticipated profit or for any other reason related to the Project or to this Agreement.

The rights and remedies of the Municipality under this Article are in addition to any other rights and remedies that the Municipality may possess by law under this Agreement.

Decisions of the Municipality on matters discussed in this Article shall be final and binding.

ARTICLE 46. PAYMENT FOR SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN AND FINAL DESIGN

That payment to the Consulting Engineer for survey, preliminary engineering studies, preliminary design, and final design specified in Article 2 and more specifically described in Schedule A, Tasks 1, 2, 3,4 and 5 shall be made in accordance with the provisions of Schedule B.

ARTICLE 47. REQUEST FOR FULL PAYMENT OF FEE

That, irrespective of the provisions of Articles 31 and 32 concerning retained fees, the Municipality may for good cause upon request of the Consulting Engineer, release any part of the fee as may be reasoned by the Municipality to be equitable and not in contravention of the Municipality's best interest.

ARTICLE 48. MAXIMUM PAYMENT BY THE MUNICIPALITY

That the total payment by the Municipality to the Consulting Engineer for survey, highway and bridge design, soils and foundation studies, subsurface investigations and explorations, consultation during construction, review of shop drawings, and other work specified by the terms of this Agreement, inclusive of Extra Work, shall not exceed the amount specified in Schedule E, Paragraph 3 unless provided for by means of a supplemental agreement.

ARTICLE 49. AGENT FOR SERVICE OF PROCESS

That the Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Consulting Engineer as its agent for service of process for any action arising out or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.

ARTICLE 50. CERTIFICATION OF CONSULTANT AND CERTIFICATION OF CITY OF NORWALK

That the attached Certification of Consultant and Certification of the City of Norwalk is hereby made part of this Agreement.

ARTICLE 51. ATTACHMENTS TO AGREEMENT

As a condition to receiving federal financial assistance under the Contract/Agreement, if any, the Consulting Engineer shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement. The attached Schedules A, B, C, D and E are also made a part of this Agreement.

ARTICLE 52. CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT

That in case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern, and that wherever a blank () or the words "DOES NOT APPLY" appears in all copies of this Agreement it is agreed by the parties hereto that this represents a deletion of a condition which does not apply to this contract.

ARTICLE 53. CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

The Consulting Engineer hereby acknowledges and agrees to comply with the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities", dated March 3, 2009, a copy of which is attached hereto and made a part hereof.

ARTICLE 54. — POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DNA)

~~———— The Consulting Engineer agrees that the attached "Policy Statement, Policy No. F&A-19, April 17, 2006 Subject: Policy on Disadvantaged Business Enterprise Program", is hereby made a part of this Agreement. The Municipality advises the Consulting Engineer that failure to carry out the requirements set forth in this Policy Statement shall constitute a breach of contract and may result in termination of this Agreement by the Municipality or such remedy as the Municipality deems appropriate.~~

~~The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects", dated October 16, 2000, attached hereto and hereby made a part of this Agreement.~~

ARTICLE 55. — STATE EMPLOYEE CODE OF ETHICS (DNA)

~~The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.~~

ARTICLE 56. NOTICE BETWEEN PARTIES TO AGREEMENT

It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) be in writing addressed to:

(i) when the Municipality is to receive such notice -

Harry Rilling, Mayor
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

(ii) when the second party (or parties) is (are) to receive such notice-

Robin Bousa, Managing Director
Vanasse Hangen Brustlin, Inc.
100 Great Meadow Road, Suite 200
Wethersfield, CT 06109

the person(s) acting herein as signatory for the second party (or parties) receiving such notice;

(b) be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

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

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

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

ARTICLE 57. FEE ADJUSTMENT

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Municipality determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

ARTICLE 58. DIRECT COST ITEMS

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy No. F&A-34, April 21, 2005, Subject: Policy on the Acquisition and Inventory of Equipment Purchased by Consultants".

ARTICLE 59. DESIGN SCHEDULE

It is imperative that project schedules be adhered to. The Municipality is completely confident that the Consulting Engineer has both the ability and desire to maintain the project schedule, however, the Municipality advises that project delays by the Consulting Engineer will not be tolerated, and the Consulting Engineer Selection Committee will be informed of Consulting Engineers who do not provide their services in a timely manner. Please communicate to your design team the importance of meeting the project schedule.

Separate calendar time will be allowed for each applicable design phase- Preliminary Engineering, Preliminary Design and Final Design. The Consulting Engineer shall not proceed with the initial design phase, or any succeeding design phase, until receiving a letter of authorization for each respective phase from the Municipality.

It is extremely important to ensure that the project the Consulting Engineer is designing does not represent a product whose cost exceeds the budget. The Consulting Engineer shall periodically review scope and cost in order to identify any discrepancy between budget and cost estimate for construction. The Municipality shall be advised immediately if the project estimate of construction costs exceeds the budget, so that modifications can be investigated to bring the project back within budget.

ARTICLE 60. SUSPENSION OR DEBARMENT

That Suspended or debarred contractors, Consulting Engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a Municipality contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(1) The signature on the Agreement by the Consulting Engineer shall constitute certification that to the best of its knowledge and belief the Consulting Engineer or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Has not, within the prescribed statutory time period preceding this Agreement, been convicted of

or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)b. of this certification; and
- d. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Consulting Engineer is unable to certify to any of the statements in this certification, such Consulting Engineer shall attach an explanation to this Agreement.

The Consulting Engineer agrees to ensure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- (a) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 61. PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in Commissioner's Letter dated October 26, 1988 Re: Prompt Payment to Subcontractor(s), a copy of which is attached hereto and made a part hereof.

The Consulting Engineer shall pay the subcontractor for work performed within thirty (30) days after the Consulting Engineer receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all the subcontractor's work.

For the purpose of this Article, satisfactory completion shall have been accomplished when:

- (1) The subcontractor has fulfilled the contract requirements of both the Municipality and the subcontract for the subcontracted work, including the submission of all submittals and audit requirements stipulated in Article 11(f), when applicable, and
- (2) The work done by the subcontractor has been reviewed and accepted by the Municipality and final approval of the subcontractor's work has been determined and agreed upon.

If the Consulting Engineer determines that a subcontractor's work is not complete, the Consulting Engineer shall notify the subcontractor and the Municipality, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Municipality within twenty-one (21) days of the subcontractor's request for release of retainage.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Consulting Engineer to comply with the provisions of this section will be reflected in the "Consultant Performance Evaluation" for future projects.

ARTICLE 62. CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG

The Consulting Engineer understands and agrees that a "Connecticut Department of Transportation Subconsultant Payment Log" Form shall be completed quarterly (January, April, July, and October) and furnished to the Municipality for each subconsultant the Consulting Engineer utilizes under this Agreement. Instructions for completing and processing this Form are stipulated on its reverse side. A copy of said form is included herewith.

ARTICLE 63. GOVERNMENTAL AGENCY EXEMPTION

The Consulting Engineer hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut 4857-4062-8372, v. 1

General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

~~ARTICLE 64. SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE) (DNA)~~

~~The Consulting Engineer shall cooperate with the State in implementing the required contract obligations concerning "Small Contractor" and/or "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 32-9e of the Connecticut General Statutes, as revised. The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set-Aside)" dated March, 2001, attached hereto and hereby made a part of this Agreement.~~

~~The State advises the Consulting Engineer that failure to carry out the requirements set forth in said "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set-Aside)" shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.~~

ARTICLE 65. USE OF COMPUTER AIDED DESIGN AND DRAFTING FILE(S)

The Municipality makes no express or implied warranty of any kind with regard to the particular Computer Aided Design and Drafting File(s) provided to the Consulting Engineer under this Agreement, if any, its documentation, or its fitness for any use or purpose, including but not limited to the implied guarantees of fitness for a particular purpose. The Municipality shall not be held liable for errors contained herein, or for any consequential or incidental damages which may arise in connection with the use, performance, duplication, modification, transfer or distribution of these files or copies thereof.

ARTICLE 66. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Consulting Engineer certifies, by signing and submitting this Bid, Agreement, Contract Proposal, to the best of his/her/its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consulting Engineer, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consulting Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consulting Engineer also agrees by submitting his/her/its Bid, Agreement, Contract, Proposal that he/she/it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 67. CODE OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS

The Consulting Engineer shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

- (a) No person hired by the state as a Consulting Engineer or independent contractor shall:
 - (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
 - (2) Accept another state contract which would impair the independent judgment of the person in the performance of the existing contract; or
 - (3) Accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.
- (b) No person shall give anything of value to a person hired by the state as a Consulting Engineer or independent contractor based on an understanding that the actions of the Consulting Engineer or independent contractor on behalf of the state would be influenced.

~~ARTICLE 68. — STANDARD BENTLEY FILE (DNA)~~

~~All CADD related submissions made by the Consulting Engineer will have to comply with the standard Bentley Microstation File format as implemented by the Connecticut Department of Transportation.~~

ARTICLE 69. AMERICANS WITH DISABILITIES ACT

This clause applies to those Consulting Engineers who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Consulting Engineer represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Consulting Engineer to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the Municipality upon notice to the Consulting Engineer. The Consulting Engineer warrants that it will hold the Municipality harmless and indemnify the Municipality from any liability which may be imposed upon the Municipality as a result of any failure of the Consulting Engineer to be in compliance with this Act, as the same applies to performance under this Agreement.

ARTICLE 70. PAYMENT OF RECOVERABLE COSTS DUE THE MUNICIPALITY

The Municipality shall have the right to set off against amounts otherwise due to the Consulting Engineer under this Agreement or under any other agreement or arrangement that the Consulting Engineer has with the Municipality (a) any costs that the Municipality incurs which are due to the Consulting Engineer's non-compliance with this Agreement and (b) any other amounts that are due and payable from the Consulting Engineer to the Municipality. Any sum taken in set-off from the Consulting Engineer shall be deemed to have been paid to the Consulting Engineer for purposes of the Consulting Engineer's payment obligations under Connecticut General Statute Section 49-41c.

ARTICLE 71. EXECUTIVE ORDERS

A. Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Consulting Engineer's request, the Department shall provide a copy of these orders to the Consulting Engineer.

ARTICLE 72. JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.

Nothing herein shall be construed to waive any of the State's immunities.

ARTICLE 73. LITIGATION

This Consulting Engineer agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Consulting Engineer further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

ARTICLE 74. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement/contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The SEEC Form 11 is attached hereto and hereby made a part of this agreement/contract.

ARTICLE 75. MAXIMUM FEES

The Municipality hereby acknowledges and agrees to comply with the guidelines stipulated in Policy No. F&A-30, dated July 23, 2015; Subject: Maximum Fees for Architects, Engineers and Consultants, which is attached hereto and hereby made a part of this Agreement. Policy No. EX. O. -33, dated June 25, 2015, is also attached hereto and hereby made a part of this Agreement and the guidelines stipulated therein are to be utilized, when applicable, in accordance with this Policy Statement.

The Municipality shall ensure that all parties are in compliance with the audit requirements set forth in Title 23, Section 172 of the Code of Federal Regulations (CFR), as revised, when retaining architects, engineers, and/or consultants.

ARTICLE 76. ~~CORE AGREEMENT/CONTRACT PURCHASE ORDER (DNA)~~

~~The Agreement itself is not an authorization for the Consulting Engineer to provide goods or begin performance in any way. The Consulting Engineer may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Consulting Engineer providing goods or~~

~~commencing performance without a duly issued purchase order in accordance with this section does so at the Consulting Engineer's own risk.~~

WITNESSES:

CITY OF _____

Typed Name:

By _____ (Seal)
Typed Name:

Typed Name:

Date: _____



Typed Name: Charles Baker

CONTRACTING ENGINEER

By  (Seal)
Typed Name: Robin Bousa



Typed Name: Dea Perez

Date: February 21, 2024

CONNECTICUT CORPORATE ENGINEERING
PRACTICE -- CERTIFICATE OF
AUTHORIZATION NO.

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 24, 2024, at which a quorum of the Board was present and voting.

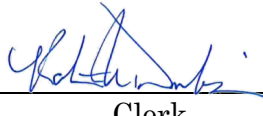
VOTED:

That Robin Bousa is Managing Director for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Robin Bousa is Managing Director for this Corporation.

ATTEST:

Date: February 22, 2024


Clerk



(Corporate Seal)

SCHEDULE A
WORK TO BE PERFORMED
REFER TO ARTICLE 2

The services to be provided by Vanasse Hangen Brustlin, Inc. (The CONSULTANT) under this contract entail responsibility for the engineering design and preparation of construction contract documents for traffic control signal equipment improvements at 55 intersections. The proposed traffic signal equipment improvements consist of the following:

- Full replacement of traffic signal equipment at two (2) intersections
- Extend the City's SynchroGreen Adaptive Traffic Control System (ATCS) to 21 intersections
- Convert 34 intersections to concurrent pedestrian phasing with Leading Pedestrian Interval (LPI)
- Transit Signal Priority (TSP) to all 55 project intersections

Traffic signal timing modifications are also proposed at all 55 project intersections to develop optimized time of day coordination plans and update yellow, red, and pedestrian clearance times in accordance with current requirements. The project intersections and the proposed improvements at each are listed below.

Group A. Full replacement of traffic signal equipment including the installation of ATCS, concurrent pedestrian phase with LPI, and TSP:

1. Rt.1, North Ave. @ Main St. & Cross St.
2. Strawberry Hill Ave. @ Walter Ave.

Group B. ATCS, concurrent pedestrian phasing with LPI, and TSP:

3. Rt.1, Belden Ave. @ Cross St. & Byington Pl.
4. Rt.1, Belden Ave. @ Rt.7 Ramp
5. Rt.1, Belden Ave. @ Van Buren Ave. & Riverside Ave. & Spring Hill Ave.
6. Rt.1, Van Buren Ave. @ Rt.7 Ramp & Grandview Ave.
7. Rt.1, Van Buren Ave. @ Bedford Ave. & Union Park South
8. Rt.1, Van Buren Ave. @ Maple St.
9. Rt.1, Van Buren Ave. @ Connecticut Ave.
10. Rt.1, Connecticut Ave. @ Stuart Ave.
11. Rt.1, Connecticut Ave. @ Clinton Ave. & Fairfield Ave.
12. Rt.1, Connecticut Ave. @ Cedar St. & Ferris Ave. & West Cedar St.
13. Rt.1, Connecticut Ave. @ Taylor Ave. & North Taylor Ave.
14. Rt.1, North Ave. @ East Ave. & Westport Ave. & Newtown Ave.
15. East Ave. @ I-95 NB ramp
16. East Ave. @ I-95 SB ramp
17. East Ave. @ Sunset Hill Ave.
18. MLK Dr. @ Bates Ct.
19. MLK Dr. @ Lowe St.
20. South Main St. @ Henry St.
21. South Main St. @ Woodward Ave. & Concord St.

Group C. Concurrent pedestrian phasing with LPI and TSP:

22. MLK Dr. @ North Main St. & West Ave.
23. MLK Dr. @ Webster Parking Lot
24. MLK Dr. @ Washington St. & Fairfield Ave. & Flax Hill Rd. & Couch St.
25. MLK Dr. @ Madison St.
26. MLK Dr. @ Monroe St.
27. North Main St. @ Marwill St.
28. North Main St. @ Ann St.
29. South Main St. @ Monroe St. & Hartford Pl.
30. North Main St. @ South Main St. & Washington St.
31. Water St. @ Washington St. & North Water St.
32. Water St. @ Hanford Pl.

33. Fort Point St. @ Seaview Ave.
34. Fort Point St. @ Van Zant St.

Group D. TSP only:

35. West Ave. @ Ped-Xing & Grace Baptist Church
36. West Ave. @ Garner St. & Pine St. EXT
37. West Ave. @ Reed St. & North Water St.
38. West Ave. @ SoNo Collection Drive
39. West Ave. @ Rt.7 SB off Ramp & I-95 NB on Ramp
40. West Ave. @ Rt.7 NB on Ramp & I-95 SB on Ramp
41. West Ave. @ Connecticut Ave. & Butler St. & I-95 SB off Ramp & Mathews Park Rd.
42. West Ave. @ Maple St. & Orchard St.
43. West Ave. @ Arch St. & Merwin St.
44. West Ave. @ Chapel St. & Elm St
45. West Ave. @ Berkeley St. & Leonard St.
46. West Ave. @ Belden Ave. & Mott Ave. & Wall St.
47. North Water St. @ SoNo Dr.
48. Rt.136, Van Zant St. @ Osborne Ave.
49. Rt.136, Van Zant St. @ Fire Station #3
50. East Ave. @ Wall St.
51. East Ave. @ Eversley Ave.
52. East Ave. @ Raymond Ter. & St. John St.
53. East Ave. @ Myrtle St.
54. East Ave. @ Fitch St. & Fort Point St.
55. East Ave. @ Winfield St.

The proposed improvements at the Group A intersections includes the full replacement of existing traffic signal equipment, replacement of existing sidewalk ramps, installation of pavement markings and signs, and signal phasing and timing optimization. The proposed traffic signal equipment upgrades will include ATCS, concurrent pedestrian phasing with LPI, and TSP.

The proposed improvements at the Group B intersections includes an expansion of the City's existing SynchroGreen ATCS system, implementation of TSP, phasing modifications to provide concurrent pedestrian phasing with LPI (where appropriate), video detection upgrades needed to accommodate efficient operation of the ATCS system, and signal timing optimization. Existing sidewalk ramps and pedestrian traffic signal equipment will also be evaluated for ADA/MUTCD compliance and upgraded as necessary. Design of adaptive signal timing parameters is excluded from this agreement. For these intersections, the CONSULTANT will prepare plans showing the necessary video detection equipment upgrades and proposed time-of-day coordination timing plans to be used as backup timings. The adaptive system timing parameters will be designed by the Contractor or their designated representative.

The proposed improvements at the Group C intersections includes the implementation of TSP and phasing modifications to provide concurrent pedestrian phasing with LPI (where appropriate), and signal timing optimization. Existing sidewalk ramps and pedestrian traffic signal equipment will also be evaluated for ADA/MUTCD compliance and upgraded as necessary.

The proposed improvements at the Group D intersections includes the implementation of TSP and optimization of signal timing settings.

The services to be performed by The CONSULTANT under this contract will be preparation of bid documents, plans, specifications, cost estimates, and other contract documents noted within this scope of work for procuring and installing the traffic signal equipment improvements. The design, modifications, and upgrades included in this scope of work will be within the limits of the existing R.O.W. unless otherwise directed by the City. This scope of work excludes detailed engineering design for physical roadway widening, street lighting and/or drainage improvements. The plans will be prepared in English units based on the City of Norwalk traffic control signal plan format. The specifications will be prepared using City provided special provisions and special provisions developed by the CONSULTANT supplementing the Standard Specifications, Form 818.

The CONSULTANT will coordinate the design work with the Connecticut Department of Transportation (CTDOT) through the City of Norwalk (City) in accordance with the Consultant Administration Project Development Manual and City, State and Federal requirements.

All design plans will be prepared using AutoCAD software.

The design will be in conformance with the following materials (latest edition as of contract initiation):

- Connecticut Department of Transportation (CTDOT) “Traffic Control Signal Design Manual”
- Manual on Uniform Traffic Control Devices
- CTDOT Highway Design Manual
- CTDOT “Standard Specifications for Roads, Bridges and Incidental Construction” (Form 818), including latest Supplemental Specifications
- AASHTO Design Guidelines for Bicycle and Pedestrian Facilities
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals
- Other State of Connecticut and City of Norwalk Standards as Applicable
- ADA Guidelines

It is noted that the MUTCD is undergoing a major revision with a release expected in 2023 and after the contract signing for this work. If a new version of the MUTCD is released during the project design, the new requirements will be incorporated into the project design.

The scope of services to be provided by the CONSULTANT is described in the following sections.

Task 1: Preliminary Engineering Study

- 1.1 Upon receiving the Notice to Proceed, The CONSULTANT will meet with the City to discuss the work plan, design standards and requirements, schedule, progress reporting and invoicing format. For Coordination purposes, the CONSULTANT assumes attendance at two (2) additional meetings with the City/CTDOT, and project design team during this phase. The CONSULTANT will prepare minutes of the meetings and submit it to the City and the CTDOT as requested.
- 1.2 The City will provide existing traffic control signal plans and fiber optic interconnect plans in AutoCAD (if available) or PDF format and current signal timing information for all 55 project intersections.
- 1.3 For the two full replacement intersections (Group A), the CONSULTANT will field observe, photo document, and compile local condition data for each intersection, including: lane configuration; sight lines (turning and approach); turn restrictions; parking restrictions; bus stops; pedestrian controls; signing by location, size, and type (regulatory, warning, informational, school, other); loading and taxi zone; and speed limits. The CONSULTANT will field check the location and condition of traffic signal equipment, sidewalk ramps, and driveways.
- 1.4 For the intersections where concurrent pedestrian phasing modifications are proposed (Groups B & C), the CONSULTANT will conduct field observations to review the existing pedestrian traffic signal equipment and sidewalk ramps. ADA compliance of existing sidewalk ramps will be assessed based on a visual inspection. The location of pedestrian push buttons will be measured in relation to the existing sidewalk ramps and crosswalks to assess compliance with ADA and MUTCD requirements. Additionally, the City will provide a list of locations that do not currently have crosswalks where a new crosswalk is desired. The CONSULTANT will review these locations in the field and incorporate into the project design. The CONSULTANT will identify any locations that require the reconstruction of sidewalk ramps or the relocation of pedestrian push buttons for ADA/MUTCD compliance and

prepare PDF markups of recommended modifications using the record traffic signal plans provided by the City.

- 1.5 The City has indicated that all 19 intersections where an expansion of the ATCS is proposed (Group B) currently have adequate video vehicle detection. Therefore, no changes to the vehicle detection are anticipated at Group B intersections. Under this task, the CONSULTANT will conduct a cursory review of record plans provided by the City to confirm the adequacy of video detection zones and notify the City if any changes are recommended. These recommendations will be shown on PDF markups of the record traffic signal plans provided by the City.
- 1.6 The CONSULTANT will contact the City and CTDOT to request available turning movement traffic count data within the project area. The CONSULTANT will supplement this prior data by retaining a vendor to conduct peak hour traffic volume counts including turning movements, vehicle classification, and pedestrian activity at any of the 55 intersections where recent existing data is not available. The counts will be collected during the typical weekday morning (7:00 am to 9:00 am), weekday mid-day (11:00 am to 1:00 pm), weekday afternoon (4:00 pm to 6:00 pm), and Saturday midday peak (11:00 am to 1:00 pm) periods. The counts will be conservatively rounded and balanced for each peak period. The balanced turning movement volumes for the peak-hour periods will be summarized on a traffic volume figure(s) representing existing conditions. The traffic count vendor will be selected by requesting three written quotations from qualified vendors in accordance with CT General Letter 71. The traffic count vendor invoices will be billed as a direct cost. For budgeting purposes, it is assumed that traffic counts will be required at 50 intersections, at an estimated reimbursable direct cost of **\$24,000**.
- 1.7 The CONSULTANT will attend a meeting with City and Norwalk Transit District to discuss the implementation of TSP at each of the project intersections. The meeting will be arranged by the City.
- 1.8 The CONSULTANT will work with Norwalk Transit District on the development of a spreadsheet that will compile main streets and their cross streets by intersection, the distance from intersections for each stop, and the available green time possible at each intersection for all 55 project intersections. Intersections that have little to no available green time will be noted and discussed with the City and Norwalk Transit District. This spreadsheet will be used to document the estimated available green time for reallocation to TSP.
- 1.9 The City will provide existing Synchro networks for all 55 intersections in the project area. The CONSULTANT will review these files, verify the existing lane-use, and verify the existing signal phasing and timing settings based on the available record signal plans and timing information provided by the City. Utilizing these previous Synchro files provided by the City, the CONSULTANT will update the City Synchro files and conduct capacity analyses at each intersection for the four (4) existing year peak hour periods using traffic volume data collected under task 1.5. The CONSULTANT will coordinate with CTDOT and the City to select an appropriate growth rate and prepare future (20-year) design hour volumes and analyze peak hour operating conditions with the current traffic signal phasing and timing settings (No-Build conditions).
- 1.10 The CONSULTANT will calculate yellow, red, and pedestrian clearance times in accordance with CTDOT requirements at all 55 project intersections.
- 1.11 The CONSULTANT will recommend proposed improvements at each intersection as described below and analyze peak hour operating conditions with the recommended changes (Build Conditions). The capacity analysis for the existing condition, future No-Build condition, and future Build condition will be submitted for each intersection and peak hour analyzed. The capacity analysis results will be summarized in tabular format in terms of level-of-service, delay, V/C ratio, and vehicle queue lengths (50th and 95th percentile).

- For the full replacement intersections (Group A), the proposed improvements may include revisions to lane use within the limits of existing roadway geometry and/or revisions to signal phasing and timing settings.
 - For the concurrent pedestrian phasing intersections (Group B & C), the proposed improvements will include modifications to signal phasing to accommodate a concurrent pedestrian phase with LPI where appropriate, signal timing optimization, and updated yellow, red, and pedestrian clearance times. Lane-use modifications and revisions to signal phasing that would require modifications to existing traffic signal heads is excluded from Group B & C intersections.
 - For the TSP intersections (Group D), the proposed improvements will consist of optimized time of day coordination plans and updated yellow, red, and pedestrian clearance times only. Lane-use modifications and/or signal phasing modifications are excluded from Group D intersections.
- 1.12 The CONSULTANT will compile and tabulate crash data for the full replacement and concurrent pedestrian phasing intersections (Groups A, B, and C) using the UCONN Connecticut Crash Data Repository for the most recent three-year period available. This crash data will be summarized in tabular format noting the collision type and severity. The CONSULTANT will prepare collision diagrams at the two full replacement intersections (Group A) and identify potential countermeasures that could be implemented under this project (e.g. modifications to signal phasing, clearance times, pavement markings, or signing). For the concurrent pedestrian phasing intersections (Group B & C), the crash data will be reviewed to identify potential collision patterns involving non-motorized users. Review of crash records at the TSP intersections (Group D) is excluded.
- 1.13 The CONSULTANT will utilize measurements and field data collected in previous tasks to determine if there is the need for “No Turn on Red” signs at the full replacement and concurrent pedestrian phasing intersections (Groups A, B, and C) in accordance with CTDOT requirements.
- 1.14 The CONSULTANT will coordinate with City staff to identify City requirements for salvage of existing traffic signal equipment that will be removed under this project. This task excludes a complete inventory of existing equipment at each intersection.
- 1.15 The CONSULTANT will prepare a Preliminary Engineering Report summarizing the above tasks, identifying existing conditions (before project), deficiencies, and design consideration for each intersection, which will be affected by capacity, crash history, and field conditions. In addition, the CONSULTANT will submit electronic files of the Synchro™ analyses to the City and CTDOT.
- 1.16 Systems Engineering/Proprietary Equipment
- 1.16.1 The CONSULTANT will prepare a high-level functional requirements document for the project. This document describes, at a high level all functional, performance, non-functional and enabling system requirements.
 - 1.16.2 The CONSULTANT will document the existing use of proprietary equipment by the City and the need for continued use of the equipment in the design allowing for the proprietary equipment to be considered Federal-aid participating items in the Contract design.
 - 1.16.3 The CONSULTANT will prepare a Preliminary Systems Engineering and Requirements report summarizing this task.
- 1.17 The CONSULTANT will conduct a thorough update to the previously prepared SEAFORM based upon the findings from the above tasks, new information and decisions made during the Preliminary Engineering phase. The City will provide the electronic files used to prepare the original SEAFORM document submitted to CTDOT for use by the CONSULTANT.

1.18 Preliminary Engineering Study Submittal

Upon completion of the preliminary engineering study phase, The CONSULTANT will submit electronic copies (PDF format) of the documents listed below to the City. The City will submit the Preliminary Engineering package to CTDOT.

- Preliminary Systems Engineering and Requirements Report
- Preliminary Engineering Report
- Updated SEAFORM

Task 2: Preliminary Design

- 2.1 The Consultant will provide written responses to PE study review comments and incorporate the comments into the Preliminary Design phase.

2.2 Survey

The CONSULTANT will complete the following survey tasks at the two full replacement intersections (Group A). This survey task will be completed concurrently with the Preliminary Engineering Study Phase to expedite the overall project schedule.

2.2.1 Right of Way Survey:

The CONSULTANT will conduct research, ground field survey, office calculations, and map preparation in order to retrace, measure and plot the existing right of way locations at the two full replacement intersections (within 50-feet of the intersection). During this task, at the Municipal Clerk's office and the Engineering offices, the CONSULTANT will obtain highway maps, record street maps, and deeds that provide evidence of the right of way location. After which, evidence of the highway lines (monuments, pipes, fences, walls, etc.) will be field measured, analyzed, and compiled with record data and depicted on the Right of Way survey. Measurements will be performed in accordance with an "A-2" standard as adopted by the Connecticut Association of Land Surveyors in 2018.

2.2.2 Topographic Survey:

The CONSULTANT will measure and locate the permanent features at each full replacement intersection. For this task, measurements will conform to a class "T-2" horizontal and vertical standard. The features to be located will include but not limited to; curb lines, pavement, fence lines, utility poles, traffic signal equipment and above ground utility structures. The limits of the topographic survey will include 50-feet along each approach and will extend onto adjacent properties approximately 15-feet or to the right of way line, whichever is further from the road. Contours and surface models will be generated within the limits of the topographic survey. Additionally, the CONSULTANT will field locate pavement markings, signs, curb lines, and driveways along each street approach for 300-feet.

Utility lines not observed during the field survey will be depicted on the survey plans from available record plans from the appropriate utility agency. Inadequate record data requiring the surveyor to employ techniques of sub-surface investigations to locate utilities are excluded from this agreement. Utility information to be depicted on the topographic survey will include the following:

- Approximate location and size of water and gas mains, and other utilities including, but not limited to, buried tanks, vaults, etc. based on available maps and above ground evidence.
- Location of fire hydrants and fire department connections to buildings within the project area

- Approximate location of power, telephone, cable utilities, traffic signal systems, street lighting, parking lighting, above and below the ground when maps are available.
- Location of sanitary sewers based on available maps and above ground evidence.
- Location of storm drainage manholes, rim elevations, and catch basins.

Elevations will be based on the NAVD 88 vertical datum (Geoid12A). Contours will be generated at an interval of 1' throughout the project area.

2.3 For the two full replacement intersections (Group A), the CONSULTANT will prepare 1" = 30' plans of each traffic control signal plan using the base mapping prepared under task 2.2. Each plan will be prepared in general conformance with the guidelines and specifications contained in the CTDOT Division of Traffic Engineering "Traffic Control Signal Manual" and consistent with the City of Norwalk standards and requirements. The plan will show the location of traffic signal equipment, phasing diagram, sequence and timing, pre-emption, special notes, lane-use signing, pavement markings, coordination and interconnect information, ROW, pertinent roadside development and features, utility poles, catch basins, hydrants, sidewalks, existing and proposed sidewalk ramps, driveways, signal faces, construction notes, details and all necessary dimensions. The CONSULTANT will coordinate with the City and field check location of proposed traffic signal equipment.

2.4 For the concurrent pedestrian phasing and TSP intersections (Groups B, C, and D), the CONSULTANT will modify the AutoCAD file of the current record signal plan provided by the City to indicate the proposed equipment upgrades and signal phasing and timing improvements proposed under this project. For locations where sidewalk ramp reconstruction is proposed (as identified under task 1.4), the CONSULTANT will add notes indicating the proposed ramp type based on CTDOT guide sheets. Sidewalk ramps will be shown approximately to scale on the plans. However, the exact dimensions and slopes for sidewalk ramps will not be shown on the plan, as these will vary based on field conditions. The contractor will be responsible for layout of the exact dimensions in the field in accordance with the details provided by the CONSULTANT. If an AutoCAD file of the current traffic control signal plan is not available, the CONSULTANT will edit the existing PDF record plan.

Note: This task includes only the modifications to the record signal plans specifically noted to indicate the work that will be included under this project. Additional modifications to the existing signal plans to bring the plan into compliance with current CTDOT standards (e.g. modifying the borders, revising line types of existing features) is excluded.

2.5 The CONSULTANT will prepare a preliminary cost estimate for the proposed work. This cost estimate will be prepared in a tabular format and present an order of magnitude cost for the proposed work. The cost estimate will utilize recent City of Norwalk signal bid pricing information supplemented by bid results from recent traffic signal projects compiled by the CONSULTANT and CTDOT weighted unit prices.

2.6 The CONSULTANT will prepare a presentation and attend one public information meeting to present and discuss the project after the PD submittal is completed. The CONSULTANT will prepare a flyer with information on the public meeting for the City to distribute. The City will advertise the meeting and provide a venue (in-person, virtual or hybrid). The CONSULTANT will prepare and submit a report of meeting to the City and CTDOT.

2.7 In addition to the Public Information Meeting, the CONSULTANT will hold and/or attend up to three (3) meetings with the City and/or the CTDOT under this task.

2.8 Systems Engineering

2.8.1 In accordance with the FHWA guidelines and based on comments received from the City on the Preliminary Engineering Study and utilizing the efforts of the City in the CMAQ

application, The CONSULTANT will prepare an updated high level functional requirements document (HLFR) for the project. This document will describe, at a high level, the functional, performance, non-functional, and enabling system requirements.

- 2.8.2 The CONSULTANT will prepare a detailed level functional requirements document (DLFR) for the project. The DLFR will consist of the HLFR document, with additional levels of detail added from the progression of the design of the signal system, communications and CTMS.
- 2.8.3 The CONSULTANT will prepare an updated Systems Engineering and Requirements report summarizing the above tasks.
- 2.9 The CONSULTANT will update the SEAFORM as needed based on decisions made during the Preliminary Design phase and/or comments from the City and CTDOT on the Preliminary Engineering submittal.
- 2.10 The CONSULTANT will update the Preliminary Engineering Study Report as needed based on decisions made during the Preliminary Design phase and/or comments from the City and CTDOT on the Preliminary Engineering submittal.
- 2.11 Preliminary Design Submittal
Upon completion of the preliminary design phase, The CONSULTANT will submit an electronic copy in PDF format of the documents listed below to the City. The City will submit the package to CTDOT.
 - Preliminary Design Plans
 - Preliminary Cost Estimate
 - Systems Engineering and Requirements Reports
 - Updated Preliminary Design Report
 - Updated SEAFORM (if required)
- 2.12 Prior to the commencement of Semi-Final Design, the CONSULTANT will hold one (1) utility meeting with potentially affected utility companies and incorporate comments. Documentation of field meetings and agreements made with affected utility companies will be prepared and submitted to the City with the intent to verify that permission has been obtained for the attachment, modification, or involvement of the utility companies. If there are substantial utility conflicts, the CONSULTANT will have a follow up meeting with utilities during final design. The CONSULTANT will prepare and submit meeting minutes with conflict resolutions to the City and the CTDOT.

Task 3: Semi-Final Design

- 3.1 Upon receipt of Preliminary Design comments, the CONSULTANT will attend a preliminary design review meeting with City and/or CTDOT staff. The CONSULTANT will prepare minutes of the meeting and submit it to the City and the CTDOT. Semi-final design will not commence until all comments are received, a preliminary design review meeting is conducted, the minutes from the meeting are accepted, and the City and CTDOT provide authorization to move forward. The CONSULTANT will hold and/or attend up to two (2) additional meetings with the City and/or the CTDOT during the semi-final design phase (three meetings total).
- 3.2 The CONSULTANT will incorporate the comments from the Preliminary design review and prepare written responses.

3.3 The CONSULTANT will provide the following services to coordinate test pits during the Semi-Final Design phase:

3.3.2 The CONSULTANT will prepare a test pit plan showing approximate locations for utility test pits to be conducted at the two full replacement intersections (Group A). The purpose of these test pits will be to minimize conflicts during construction and to verify the constructability of the proposed signal equipment. It is expected the test pits will be performed at the major foundation excavation locations only, excluding handholes and pedestal locations.

3.3.3 Upon approval of the test pit plan by the City, the CONSULTANT will engage the services of a qualified contractor to perform the test pit excavation. The procurement will be in accordance with the State requirements for direct cost procurement. The Test Pit Contractor will be billed as a reimbursable Direct Cost. For budgeting purposes, it is assumed that up to four (4) test pits will be conducted at an estimated cost of **\$14,000**.

3.3.4 The CONSULTANT will attend a field meeting with the test pit Contractor to review the location of the utility test pits. The Contractor will field mark out approximate areas of the test pits and coordinate with Call Before You Dig (CBYD) for mark out of the utilities in the area.

3.3.5 The CONSULTANT will observe the test pit excavation to identify and document the location and type of any utilities uncovered. Upon completion of the test pits, the Contractor will restore the affected areas in accordance with City standards and requirements.

3.4 For the full replacement intersections (Group A), the CONSULTANT will prepare a complete electrical cable design in general conformance with the guidelines set forth in the Division of Traffic Engineering "Traffic Control Signal Manual". In addition to the traffic signal conductors, the CONSULTANT will show the proposed installation of a new 12 strand fiber optic drop cable.

Note: As indicated by the City, communications are currently provided to all project intersections via existing fiber optic interconnect cable. Under this project, a new 12 strand fiber optic drop cable is proposed to be installed between the proposed traffic signal controller cabinet and an existing splice enclosure at each full replacement intersection. The plans will require the contractor to document the existing fiber optic strands in use at the intersection and to splice the new fiber optic drop cable using the same strands as currently in use at the intersections. No other modifications to the existing fiber optic interconnect are proposed under this project. This proposed fiber optic drop cable will be shown on the traffic control signal plan. Preparation of separate fiber optic interconnect plans are excluded from this agreement.

3.5 The CONSULTANT will prepare mast arm/span pole detail sheets and special provisions in accordance with the CTDOT latest structural design for mast arm profile design.

3.6 The CONSULTANT will prepare a Semi-Final cost estimate for the proposed work. This cost estimate will be prepared in a tabular format and present an order of magnitude cost for the proposed work.

3.7 The CONSULTANT will prepare appropriate standard detail sheets and miscellaneous details necessary to construct the project.

3.8 The CONSULTANT will prepare special provisions to the CTDOT Standard Specifications, Form 818. The City will provide current city standard special provisions for the CONSULTANT to incorporate. The specifications will include a special provision for System Integration, which will include requirements for the contractor to expand the City's SynchroGreen adaptive traffic signal system to include the 21 intersections identified under Group A and B. This special provision will

require the contractor to design the adaptive system timing parameters. Therefore, design of adaptive system timing parameters by the CONSULTANT is excluded from this agreement. The special provisions will also include a requirement for the contractor to temporarily implement the proposed time-of-day coordination timing settings at all project intersections so that the CONSULTANT can conduct field observations and field fine-tuning of the time-of-day plans, as described under Task 5.

- 3.9 The CONSULTANT will prepare a Semi-Final Systems Engineering and Requirements report. This report will include a verification plan to describe how the system will be tested to ensure that it meets the high level and detailed level functional requirements. The verification plan will require that all high level and all detailed level functional requirements are thoroughly verified by the selected Contractor.
- 3.10 The CONSULTANT will prepare the semi-final design plans. The design plans will include the following:
- Title sheet with location plan
 - Detailed estimate sheet
 - Traffic Control Signal Plans (55 sheets)
 - Mast arm/span pole and foundation details
 - Miscellaneous Details
 - CTDOT and City Typical details – signals and signs
- 3.11 The CONSULTANT will update the SEAFORM based on decisions made during the Semi-Final Design phase and/or comments from the City and CTDOT on the Preliminary Design submittal.
- 3.12 The CONSULTANT will revise the Preliminary Engineering Study Report based on decisions made during the Semi-Final Design phase and/or comments from the City and CTDOT on the Preliminary Design submittal.
- 3.13 Semi-Final Design Submittal
Upon completion of the semi-final design phase, The CONSULTANT will submit an electronic copy in PDF format of the documents listed below to the City. The City will submit the package to CTDOT.
- Semi-Final Design Plans and Cost Estimate
 - Semi-Final Specifications
 - Semi-Final Systems Engineering and Requirements Report
 - Semi-Final Design Report (if required)
 - Updated SEAFORM (if required)

Task 4: Final Design

- 4.1 Upon receipt of Semi-Final Design comments, the CONSULTANT will attend a semi-final design review meeting with City and/or CTDOT staff. The CONSULTANT will attend up to two (2) additional meetings with the City, CTDOT, and/or utility companies during this phase (three meetings total).
- 4.2 The CONSULTANT will revise the plans, special provisions, Systems Engineering and Requirements Report, and estimate to incorporate the comments from the Semi-Final design review as appropriate and prepare written responses to comments.

- 4.3 The CONSULTANT will update the SEAFORM based on decisions made during the Final Design phase and/or comments from the City on the Semi-Final Design submittal.
- 4.4 The CONSULTANT will revise the Semi-Final Engineering Report based on decisions made during the Final Design phase and/or comments from the City and CTDOT on the Semi-Final Design submittal.
- 4.5 Final Design Submittal
The CONSULTANT will submit digital copies in PDF format of the following:
- Final Design Plans
 - Final Design Construction Cost Estimate
 - Final Design Specifications
 - Final Systems Engineering and Requirements Report
 - Final Engineering Design Report
 - Updated SEAFORM
- 4.6 The City will provide the CONSULTANT with all City standard forms needed to compile the front-end bid documents. The City is responsible for redacting/removing any local requirements that conflict with Federal requirements. The CONSULTANT will assemble the front-end bid documents provided by the City with the final project specifications to prepare a bid package.
- 4.7 The CONSULTANT will incorporate City and CTDOT comments on the Final Design submittal and prepare a response to comments matrix (RCM). The CONSULTANT will submit the following products to the City for bidding the project:
- Construction Plans (signed and sealed by Professional Engineer)
 - Final Construction Cost Estimate
 - Bid Package, including project specifications and City front-end bid documents

Task 5: Field Fine-Tuning

The following services will be provided during construction, after the contractor implements the proposed time of day coordination timing settings at all project intersections.

- 5.1 The CONSULTANT will conduct field observations to evaluate the effectiveness of the new time of day coordination plans. The CONSULTANT will drive the corridors to evaluate vehicle progression and conduct additional observations on foot to evaluate vehicle arrivals and queues. The observations will be conducted during the weekday morning, weekday midday, and weekday evening peak traffic periods.
- 5.2 The CONSULTANT will recommend revisions to the time of day coordination plans as needed based on the field observations, and revise the Synchro networks based on the timing revisions. The City or the Contractor will implement the recommended revisions to the timing plans.
- 5.3 The CONSULTANT will conduct an additional day of field observations to evaluate the revised timing settings. If necessary, the CONSULTANT will provide recommendations for further revisions to the timing settings. 24 hours are budgeted for this task (one 12-hour day for two engineers). If additional field fine-tuning is requested by the City, it will be negotiated as extra work.

- 5.4 The CONSULTANT will revise the traffic signal plans prepared under previous tasks to reflect the final time of day coordination timing plans after field fine-tuning is completed.
- 5.5 The CONSULTANT will provide as-built plans of the two full replacement intersections based upon minor markups of the plans by the Contractor. As-built plans of redesigned intersection equipment are excluded.

Note: Field observations of the adaptive traffic signal operation or field fine-tuning of the adaptive system timing parameters are excluded. Adaptive system timing parameters and any necessary field fine-tuning will be the responsibility of the Contractor or their designated representative.

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):

- Additional schematic or concept alternative development
- Environmental permitting
- Environmental screening
- Design of adaptive traffic signal system parameters
- System integration or field fine-tuning of adaptive system timing settings
- Design of roadway widening or geometric roadway improvements
- Drainage design and analysis including gutter flow, hydraulic study/report, pipe flow analysis or drainage reports.
- Drainage condition survey/assessment beyond surface visual assessment
- Archaeological investigation, identification, observation, or reports
- ROW Services (ROW maps, title search, appraisals, conveyance documents, attorneys, etc.)
- Wetlands delineation or location
- Environmental Task 110, 210 and Task 310
- Subsurface exploration surveys
- Placement of missing or new property corner monuments
- Structural evaluation or design
- Preparation of general permit for stormwater
- Additional meetings beyond those specified
- Geotechnical engineering/evaluation (including pavement design and/or borings)
- Pavement evaluation/testing (test pits/cores)
- Utility relocation/installation design
- Review, analysis and design of vaults/areaways associated design impacts
- Shop drawing review or engineering services during construction (may be negotiated as a contract amendment)
- Construction inspection/administration services (may be negotiated as a contract amendment)

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

SCHEDULE B
PAYMENT FOR PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN, SEMI-FINAL
DESIGN, FINAL DESIGN, AND FIELD FINE-TUNING
REFER TO ARTICLE 46

1. PRELIMINARY ENGINEERING STUDIES

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 1 shall be \$110,750.70

2. PRELIMINARY ENGINEERING DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 2 shall be \$81,820.14

3. SEMI-FINAL DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 3 shall be \$55,877.72

4. FINAL DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 4 shall be \$31,883.78

5. FIELD FINE-TUNING

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 4 shall be \$22,820.44

6. DIRECT COST

The Consulting Engineer may bill direct costs for mileage, printing, mail, test pits, parking, hotel costs, and traffic count subcontractors to a maximum of \$42,721.00. The Consulting Engineer and subconsultants may bill direct costs for meals, subsistence and transportation, if applicable, in accordance with the latest State Travel Regulations-State Managers limiting amounts. All mileage, including that for rental cars, will be reimbursed at the current mileage rate only.

All direct costs must be substantiated by receipts and may not exceed the actual cost to the Consulting Engineer.

SCHEDULE C

~~PAYMENT FOR SOILS BORINGS AND TESTING~~

~~REFER TO ARTICLE 33~~

PAYMENT FOR REVIEW OF SHOP PLANS

REFER TO ARTICLE 34

PAYMENT FOR CONSULTATION DURING CONSTRUCTION

REFER TO ARTICLE 35

1. ~~PAYMENT FOR SOILS WORK~~

~~The payment to the Consulting Engineer for soils borings and testing, as specified in Article 3, paragraphs 1 and 2 shall be paid in accordance with the provisions of Article 33 if this service is requested by the Municipality.~~

2. REVIEW OF SHOP PLANS

The lump sum fee payment to the Consulting Engineer for review of shop plans, as specified in Article 5, Paragraphs 1 and 2 shall be paid in accordance with provisions of Article 34 if this service is requested by the Municipality.

3. CONSULTATION DURING CONSTRUCTION

The payment to the Consulting Engineer for consultation during construction, as specified in Article 6, paragraphs 1 and 2 shall be paid in accordance with the provisions of Article 35 if this service is requested by the Municipality.

SCHEDULE D
PAYMENT FOR EXTRA WORK
REFER TO ARTICLE 8

1. The certification of the payroll shall be dated, signed, and read as follows: "I, (Name of Company Official and Title), do hereby certify that during the period covered by this payroll all personnel shown were working on approved Extra Work, and their classification, rate of pay, hours worked, and amount earned is a true and accurate report."
2. The maximum hourly rate for each classification of employee to be used for such purpose shall be as follows and additional classifications if required must be submitted to the Municipality for prior written approval.

CLASSIFICATION OF EMPLOYEE

MAXIMUM HOURLY RATE OF PAY

Classification and rates to be determined during negotiations for Extra Work.

3. A certified percentage of the certified payroll for burden, fringe, and overhead costs will be added to the certified payroll costs. For progress payment purposes, the percentage for burden, fringe, and overhead costs will be determined during negotiations. The percentage will be revised annually based on a State approved audit of burden, fringe, and overhead costs of the previous year's experience. A final adjustment based on a State approved audit will be made to all progress payments reflecting the actual percentage for burden, fringe, and overhead experienced during each calendar year in which the work was performed.
4. To the certified payroll plus burden, fringe and overhead costs shall be added a fixed fee for profit to be determined upon submission of an authorized Extra Work Claim.
5. The fixed fee for profit will not vary with the actual cost of the work but it may be increased by a supplemental agreement if the scope of the work under this Schedule is enlarged. The fee may be decreased without a supplemental agreement if (a) the work under this Schedule is decreased, (b) a termination occurs, or (c) the Agreement is allowed to expire when available State funds are exhausted before the work is completed.
6. Overtime work, when authorized by the Municipality, shall be paid for by the Municipality at "straight time" rates except when otherwise required by law or regulation or when otherwise approved by the Municipality. The surcharge for burden, fringe, and overhead shall be applied only to the "straight time" portion of overtime pay.
7. The total payment for Extra Work shall not exceed \$34,587.38

SCHEDULE E
MAXIMUM PAYMENT BY THE MUNICIPALITY
REFER TO ARTICLE 48

1. PAYMENT FOR PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN, SEMI-FINAL DESIGN, FINAL DESIGN, FIELD FINE-TUNING, DIRECT COSTS, REVIEW OF SHOP PLANS AND CONSULTATION DURING CONSTRUCTION

The total payment contained in Schedules B and C for work specified under this Agreement exclusive of Extra Work shall not exceed \$345,873.78

2. EXTRA WORK

The total payment for Extra Work as specified in Schedule D shall not exceed \$34,587.38

3. MAXIMUM PAYMENT BY THE MUNICIPALITY

The total payment for work specified under this Agreement shall not exceed \$380,461.16

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Summary of all Tasks

SUMMARY BY TASK

		Direct Salary	B.F O&P	Direct Costs	TOTAL
Task 1: Preliminary Engineering Study	VHB	\$37,629.86	\$73,120.84		\$110,750.70
Task 2: Preliminary Design	VHB	\$27,800.10	\$54,020.04		\$81,820.14
Task 3: Semi-Final Design	VHB	\$18,985.62	\$36,892.10		\$55,877.72
Task 4: Final Design	VHB	\$10,833.18	\$21,050.60		\$31,883.78
Task 5: Field Fine-Tuning	VHB	\$7,753.72	\$15,066.72		\$22,820.44
Non Labor Costs All Tasks				\$42,721.00	\$42,721.00
TOTAL		\$103,002.48	\$200,150.30	\$42,721.00	\$345,873.78

VHB - B.F.O & P = 1.94316 (overhead at 167.56% and profit at 10%)

SAY

Confidential

Summary of all Tasks

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Total Percent Labor-Hour Cost Estimate

##



Vanasse Hangen Brustlin, Inc.

LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal System)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician / Cad	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)	City Estimate Hours	Agreed Hours	Difference
Task 1: Preliminary Engineering Study	8	41	41	0	184	346	0	0	96	2	718	\$37,629.86	601	711	7
Task 2: Preliminary Design	6	44	18	0	110	223	24	79	32	5	541	\$27,800.10	466	541	0
Task 3: Semi-Final Design	6	42	20	0	96	121	0	0	49	2	336	\$18,985.62	284	336	0
Task 4: Final Design	6	32	8	0	43	74	0	0	18	7	188	\$10,833.18	157	188	0
Task 5: Field Fine-Tuning	0	0	0	0	70	78	0	0	0	0	148	7753.72	148	148	0
Total Hours	26	159	87	0	503	842	24	79	195	16	1931	\$103,002.48			7
Percent of Total Labor-Hours	1.35%	8.23%	4.51%	0.00%	26.05%	43.60%	1.24%	4.09%	10.10%	0.83%	100.00%				

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Total Labor Cost Estimate

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LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician /Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79		62.53	43.29	46.73	36.38	33.79	27.75		
Task 1: Preliminary Engineering Study												
1.1 Kickoff and two additional meetings		12	4		8	4				2	30	\$2,152.26
1.2 Obtain all available traffic signal plans		1				2			4		7	\$313.09
1.3 Field observations (2 full replacement intersections)					4	4					8	\$423.28
1.4 Field observations and signal plan markups (32 concurrent ped intersections)					12	23			20		55	\$2,421.83
1.5 Cursory review of video detection for 19 ATCS intersections		1	1		2	8					12	\$644.52
1.6 Compile traffic count data from City and traffic count vendor		1							8		9	\$361.67
1.7 Attend meeting with Norwalk Transit		4			4						8	\$615.52
1.8 Prepare TSP spreadsheet identifying green time for reallocation (55 intersections)		2	16		16	40					74	\$4,223.42
1.9 Existing and No-Build Synchro analysis (55 intersections; AM, Mid, PM, SAT)		2			16	90			12		120	\$5,484.76
1.10 Yellow, red, pedestrian clearance time calculations (55 intersections)					8	16			16		40	\$1,733.52
1.11 Build Conditions Synchro & develop optimized timing plans (AM, Mid, PM, SAT)		4			32	92			12		140	\$6,754.52
1.12 Review crash data (34 intersections); prepare collision diagrams at 2 int.					8	16			24		48	\$2,003.84
1.13 Evaluate No Turn on Red restrictions (34 intersections)		2			6	8					16	\$904.20
1.14 Identify and document City requirements for salvage		1				1					2	\$134.64
1.15 PE Report	4	6	4		60	40					114	\$6,732.62
1.16 Systems Engineering Report		2	16		2						20	\$1,616.40
1.17 SEAFORM Update		1			4						5	\$341.47
1.18 PE Submittal	4	2			2	2					10	\$768.30
TOTAL LABOR HOURS	8	41	41	0	184	346	0	0	96	2	718	\$37,629.86
TOTAL COST PER LABOR CATEGORY	747.92	3745.35	3353.39	0.00	11505.52	14978.34	0.00	0.00	3243.84	55.50		\$37,629.86

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369
 Firm Name: Vanasse Hangen Brustlin, Inc.
 Description: Total Labor Cost Estimate
 0.00

LABOR TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician / Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79	0.00	62.53	43.29	46.73	36.38	33.79	27.75		
Task 2: Preliminary Design												
2.1 Incorporate PE comments and prepare responses	1	4	4		8	12				1	30	\$1,833.52
2.2 Surveys (2 intersections)	2						24	79			105	\$4,182.52
2.3 Prepare PD Traffic Signal Plans for 2 Full replacement intersections	1	4			16	30			8		59	\$3,028.39
2.4 Prepare PD Traffic Signal Plans for 53 upgrade intersections			8		50	132					190	\$9,571.58
2.5 Prepare PD Cost Estimate			2	2	6	24			24		58	\$2,571.38
2.6 Public Info Meeting (1)			8		8	4					20	\$1,404.20
2.7 Three additional meetings			12	4	4	5					25	\$1,889.93
2.8 Systems Engineering Report			2	8	8						18	\$1,337.26
2.9 SEAFORM update			1		2						3	\$216.41
2.10 Update Preliminary Engineering Report			1		2	8				2	13	\$618.23
2.17 PD Submission	2	2			2	2				2	10	\$636.82
2.18 Utility meeting					4	6					10	\$509.86
TOTAL LABOR HOURS	6	44	18	0	110	223	24	79	32	5	541	\$27,800.10
TOTAL COST PER LABOR CATEGORY	560.94	4019.40	1472.22	0.00	6878.30	9653.67	1121.52	2874.02	1081.28	138.75		\$27,800.10

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Total Labor Cost Estimate

####

LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician /Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79	0.00	62.53	43.29	46.73	36.38	33.79	27.75		
Task 3: Semi-Final Design												
3.1 3 Meetings, including PD Design Review		12	4		8	6					30	\$2,183.34
3.2 Incorporate PD Comments and prepare responses	1	4			16	32			12		65	\$3,250.13
3.3 Test Pits											0	\$0.00
3.3.2 Prepare test pit plans		2			2	4					8	\$480.92
3.3.3 Retain subcontractor		4				4					8	\$538.56
3.3.4 Field meeting with subcontractor					6						6	\$375.18
3.3.5 Test pit observations						8			8		16	\$616.64
3.4 Electrical cable design (2 full replacement intersections)		2			6	4					12	\$731.04
3.5 Mast arm/span pole details and special provisions		2			2	2					6	\$394.34
3.6 SFD Construction Cost Estimate		2			4	16			13		35	\$1,564.73
3.7 Standard/Misc. Detail Sheets					2	4			4		10	\$433.38
3.8 Special Provisions	1	4	8		24	3					40	\$2,743.80
3.9 SFD Systems Engineering Report		2	8		5						15	\$1,149.67
3.10 SFD Plans	2	4			15	32			12		65	\$3,281.09
3.11 SEAFORM Update		1			2						3	\$216.41
3.12 SFD Design Report		1			2	4					7	\$389.57
3.13 SFD Submission	2	2			2	2				2	10	\$636.82
TOTAL LABOR HOURS	6	42	20	0	96	121	0	0	49	2	336	\$18,985.62
TOTAL COST PER LABOR CATEGORY	560.94	3836.70	1635.80	0.00	6002.88	5238.09	0.00	0.00	1655.71	55.50		\$18,985.62

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369
 Firm Name: Vanasse Hangen Brustlin, Inc.
 Description: Total Labor Cost Estimate
 0.00

LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician /Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79	0.00	62.53	43.29	46.73	36.38	33.79	27.75		
Task 4: Final Design												
4.1 3 Meetings, including SFD Design Review		12			8	4					24	\$1,769.60
4.2 Incorporate SFD comments and prepare responses	2	4	4		15	40			10		75	\$3,886.99
4.3 SEAFORM update		1			2						3	\$216.41
4.4 FD Design Report		1			2	4					7	\$389.57
4.5 FD for Review Submission	2	2			2	2				2	10	\$636.82
4.6 Compile Bid Package	1	4			4					4	13	\$820.01
4.7 Incorporate FD comments and submit final Bid Docs	1	8	4		10	24			8	1	56	\$3,113.78
TOTAL LABOR HOURS	6	32	8	0	43	74	0	0	18	7	188	\$10,833.18
TOTAL COST PER LABOR CATEGORY	560.94	2923.20	654.32	0.00	2688.79	3203.46	0.00	0.00	608.22	194.25		\$10,833.18

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369
 Firm Name: Vanasse Hangen Brustlin, Inc.
 Description: Total Labor Cost Estimate
 0.00

LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician /Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79	0.00	62.53	43.29	46.73	36.38	33.79	27.75		
Task 5: Field Fine-Tuning												
5.1 Field observations (55 intersections)					50	50					100	\$5,291.00
5.2 Revise timing plans and Synchro networks					4	8					12	\$596.44
5.3 Additional field observations (Two engineers; one 12-hour day)					12	12					24	\$1,269.84
5.4 Revise traffic signal plans based on revised timing					4	8					12	\$596.44
TOTAL LABOR HOURS	0	0	0	0	70	78	0	0	0	0	148	\$7,753.72
TOTAL COST PER LABOR CATEGORY	0.00	0.00	0.00	0.00	4377.10	3376.62	0.00	0.00	0.00	0.00		\$7,753.72

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Total Direct Cost Estimate

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TRAVEL

Mileage

Air

Parking/Tolls

Car Rental

SUBSISTENCE/FOOD & LODGING

Hotel

Meals

Small Doc. Printing/Copies

Large Doc. Printing (OCE)

Color Plotting (all sizes)

Drawing Mounting

GBC Bindings (per report book)

UNITS	UNIT PRICE	QUANTITY	COST
Miles	\$0.655	3,000	\$1,965.00
			\$0.00
\$	at cost		\$300.00
days			\$0.00
\$ per day	\$100.00		\$0.00
\$ per day	\$30.00		\$0.00
Page	\$0.07	1000	\$71.00
sq. ft.	\$0.50	2000	\$1,000.00
sq. ft.	\$4.00	200	\$800.00
sq. ft.	\$5.00	60	\$300.00
EA	\$1.00	10	\$10.00

POSTAGE AND SHIPPING

US Mail - Letters/Documents

US Mail - Packages

Overnight Mailing Service

MISCELLANEOUS

Traffic Data Collection (ATR, TMC counts)

Test Pits

TOTAL EXPENSES

UNITS	UNIT PRICE	QUANTITY	COST
each	\$0.63		\$0.00
each	\$20.00	5	\$100.00
each	\$35.00	5	\$175.00
LS		1	\$24,000.00
LS		1	\$14,000.00
			\$42,721.00

NORWALK REDEVELOPMENT

TO: MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE AND NORWALK COMMON COUNCIL

FROM: REDEVELOPMENT AGENCY STAFF

DATE: FEBURARY 29, 2024

RE: Amendment to Land Disposition Agreement – 30 Monroe Street

In May of 2023 the Common Council approved a Land Disposition Agreement (LDA) for redevelopment of a portion of the surface parking lot adjacent to the South Norwalk Train Station. Plans for the site envision an urban infill project that will result in 200 mixed use, mixed income residential units directly adjacent to the train station, new commercial space, new streets, and public open space to access the site. Prior to land transfer cleanup of contaminated soil under the city-owned parking lot is required. Contaminants in the soil stem from 19th century manufacturing activities on the site. Proposed cleanup work will include excavation and off-site disposal of previously identified areas contaminated soil and fill material (map of project area attached).

At the time the LDA was entered into, the Parties agreed that the Developer would be entitled to a \$250,000 credit against the Purchase Price of the City Parcel which the City agreed to convey to the Developer as part of the Development Project contemplated by the LDA. The credit was a negotiated term which was intended to address issues raised by the Developer concerning projected additional cost associated with excavating, transporting and disposing of excavated materials (the “Additional Excavation Costs”) associated with excavating the portion of the foundation for the development located in the City Parcel (the “Soil Removal Work”). The Article 24 further provides that in the event the RDA was successful in obtaining additional grant funds which could be used to fund the Additional Excavation Costs, the Developer could elect to be a sub-recipient of the Grant in which case it would receive the grant funds post-closing as a partial offset of the Additional Excavation Costs in lieu of the \$250,000 credit.

The RDA was successful in obtaining the additional grant funds; however, the Developer has elected to not exercise the option discussed above. Rather, the Developer has requested that the City perform the Soil Removal Work *pre-closing* from the proceeds of the subject grant funds in lieu of the \$250,000 credit. An LDA Amendment would be needed to address issues arising from the City performing the Soil Removal Work pre-closing as opposed to the Developer performing the Soil Removal Work post-closing which is what was contemplated under the option in the LDA. The basic structure of the LDA Amendment, intended to re-address Article 24 of the LDA is proposed as follows:

The City will carry out its obligation to perform certain soil remediation work in specific locations on the City Parcel and have its LEP certify that the soil conditions in those areas meet Residential Remediation Standard Regulations (“RSR Standards”). Upon completing that work and obtaining the associated certification, the Developer would have the right to elect to have the City perform the Soil Removal Work subject to the following summarized terms and conditions:

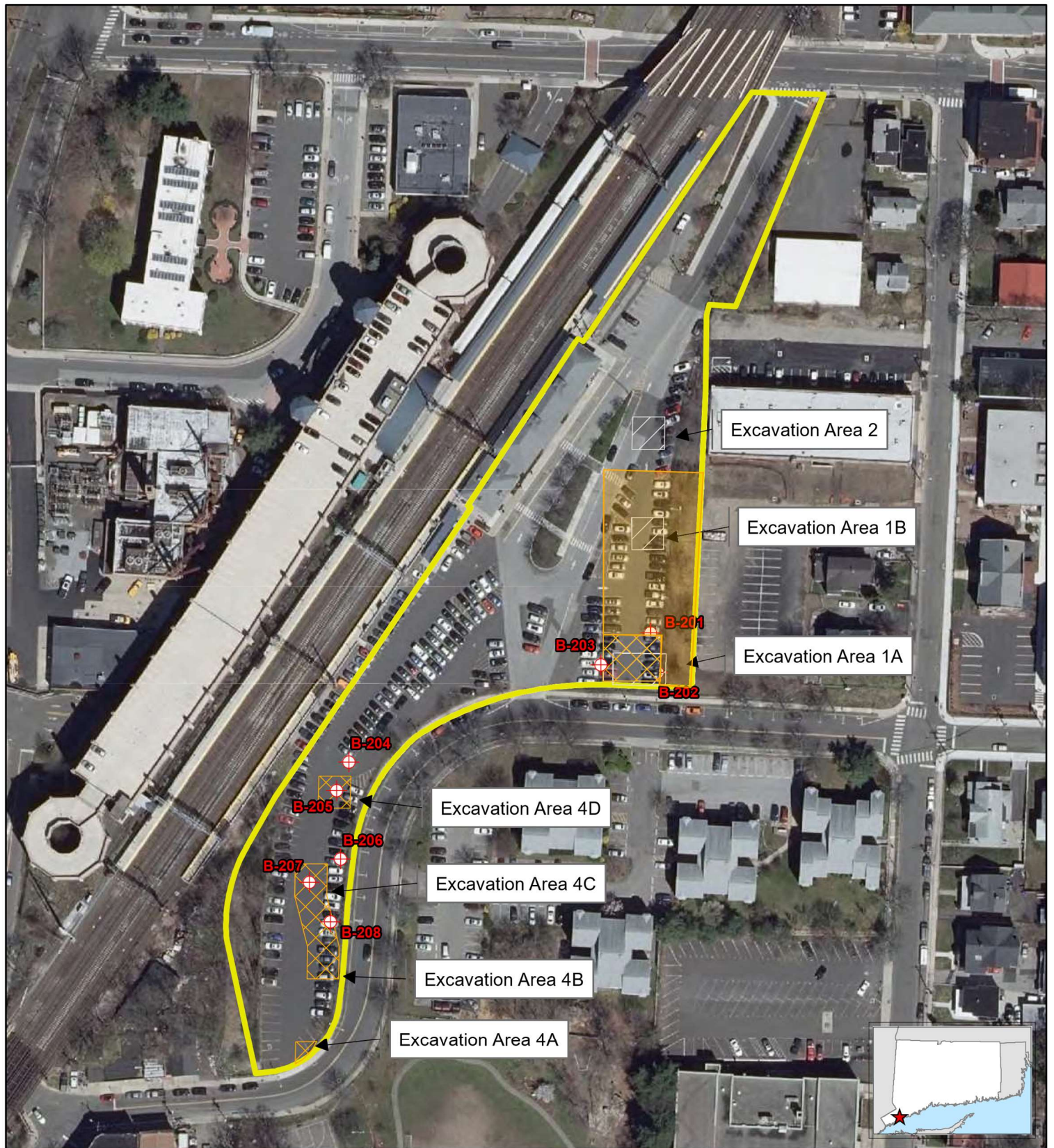
1. Equitable Adjustments to the Parties Performance Schedules in line with the timing of the election by the Developer and the time necessary to perform the Soil Removal Work.

2. Grants of temporary construction easement over the City and Developer's respective properties necessary for the City to perform the Soil Removal Work and the Developer to perform the balance of the excavating activities necessary for the Project's foundation.
3. Developer to escrow \$1,000,000.00 (i.e. the amount estimated cost to restore the City Parcel to the condition that existed immediately prior to the Soil Removal Work) which the City can use to restore the City Parcel in the event that the Closing does not occur for any reason other than for an uncured default by the City or RDA under the LDA.
4. Developer to provide the Temporary Parking prior to Closing for the spaces that will be placed out of service as a result of the City performing the Soil Removal Work. In the event that the Closing does not occur for any reason other than for uncured default by the City or RDA under the LDA, the obligation to provide Temporary Parking will continue for such period of time as reasonably necessary for the City to restore the City Parcel.
5. Developer to provide what is necessary for the City/RDA to meet obligations under the grant. This will most likely include tendering a personal guaranty in favor of the City/RDA and to enter into a Declaration of Restrictive Covenants providing for restrictions on the number of units to be designated for affordable housing to tenants making 50% of the Area Median Income as required by the DECD.
6. An acknowledgment that the Soil Removal Work will be funded solely from the additional grant funds, and that in the event that the Soil Removal Work exceeds that amount, the Developer shall be responsible for any and all costs and expenses in excess.
7. Developer to agree to repay to the City/RDA all funds either of them expended to perform the Soil Removal Work from the additional grant funds secured by a personal guarantee in the event that the Closing does not occur for any reason other than for uncured default by the City or RDA under the LDA.

Requested Action:

AUTHORIZE THE MAYOR HARRY W RILLING TO ENTER INTO ANY AND ALL AGREEMENTS RELATED TO THE MUNICIPAL BROWNFIELD GRANT PROGRAM; AND EXECUTE A FIRST AMENDMENT TO THE LAND DISPOSITION AND DEVELOPMENT AGREEMENT ("LDA") TOGETHER WITH ANY AND ALL OTHER AGREEMENTS AND DOCUMENTS REQUIRED THEREUNDER WITH SONO TOD II, LLC (THE "DEVELOPER") FOR PURPOSES OF CONVEYING A PORTION OF 30 MONROE STREET.

BE IT FURTHER RESOLVED THAT THE MAYOR IS AUTHORIZED TO EXECUTE AN ASSISTANCE AGREEMENT, ANY AMENDMENTS THERETO AND SUCH OTHER DOCUMENTS AS MAY BE REQUIRED; TO TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY OR REQUIRED TO RECEIVE THE GRANT; AND TO ACT AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF NORWALK FOR ALL PURPOSES IN CONNECTION THEREWITH.



LEGEND

-  Boring Location
-  Approximate Proposed Excavation Area
-  Approximate Proposed Area of Soil Disposal
-  Previous Excavation Areas Completed by VHB in 2012
-  Site Boundary

Tighe&Bond

Based on 2019 Statewide Leaf-Off Orthophotography,
Courtesy of CTECO.

1:1,500
0 62.5 125
Feet



FIGURE 2

SOIL EXCAVATION PLAN

South Norwalk Train Station
30 Monroe Street
Norwalk, Connecticut

February 2023