

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

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



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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: February 22, 2022

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Kathryn Knight, Conservation Commission

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements and other documents necessary to apply for, accept and/or receive federal or state grant funds for any grant program which will be utilized by the Norwalk Police Department for public health and safety purposes annually until hereinafter revoked by the Common Council, provided that:
 - (1) The grant program does not require a municipal funding match;
 - (2) The grant program is for funds equal to or less than \$100,000.00;
 - (3) Prior to acceptance of the grant funds:
 - (a) The Norwalk Police Department posts a general description of the grant program on the City of Norwalk's official website; and
 - (b) The Chief or a Deputy Chief of the Norwalk Police Department notifies the then current chair of the Public Safety and General Government Committee of the intent to accept the grant funds.

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into Maintenance Agreement No. 11.23-01(21) with the Connecticut Department of Transportation to maintain granite curbing, crosswalks, plantings, and other non-State standard appurtenances requested by the City and installed within the State Right-of-way as part of Encroachment Permit No. 3019477 issued to Norwalk Land Development, LLC.
2. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 29, 2021 Agreement between the City of Norwalk and AI Engineers for Project No. DPW2021-1 On-Call Engineering Services. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$100,000.00, billable on an hourly basis with an option to extend for one (1) additional term for one (1) year.

Account No. 01 40 30 5258
09 22 4021 5777 C0021
09 21 4021 5777 C0234
09 22 4021 5777 C0234
09 22 4021 5777 C0315
09 21 4021 5777 C0440
09 22 4021 5777 C0440

09 22 4021 5777 C0471
09 17 4021 5777 C0526
09 19 4021 5777 C0617
09 20 4031 5777 C0617
09 21 4021 5777 C0617
09 22 4021 5777 C0617
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 6030 5777 C0643
09 21 6030 5777 C0365
09 22 6030 5777 C0365
09 22 6030 5777 C0367
09 22 6030 5777 C0588
09 0 6030 5777 C0657

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

Account No. 01 40 30 5258
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09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 6030 5777 C0643
09 21 6030 5777 C0365
09 22 6030 5777 C0365
09 22 6030 5777 C0367
09 22 6030 5777 C0588
09 0 6030 5777 C0657

4. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the March 29, 2021 Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project No. DPW2021-1 On-Call Engineering Services. The Amendment

is to extend the Agreement for a period of one (1) year at a sum not to exceed \$100,000.00, billable on an hourly basis with an option to extend for one (1) additional term for one (1) year.

Account No. 01 40 30 5258
09 22 4021 5777 C0021
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09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 6030 5777 C0643
09 21 6030 5777 C0365
09 22 6030 5777 C0365
09 22 6030 5777 C0367
09 22 6030 5777 C0588
09 0 6030 5777 C0657

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

Account No. 09 22 4021 5777 C0315

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the License Agreement with Norwalk Seaport Association, Inc. for access to the Hope Dock from North Water Street Parking Lot, to extend the agreement period retroactively from February 1, 2022 to January 31, 2023.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Titan Enterprises, Inc. for the kitchen improvement project at the Norwalk Museum for a total not to exceed \$47,800.00. Funds are available from account #0921 6310 5777 C0549
- 2b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$4,780.00.

3. Authorize the Purchasing Agent to issue a purchase order to Digital Back Office, d/b/o Advanced Corporate Networking to provide Municipal Area Network (MAN) fiber installation services for the new Cranbury Elementary School Project for a total not to exceed \$35,000. Acct. # 0921 5010 5777 C0786.
4. Authorize to increase the contingency allowance for additional services for Horizon Engineering Associates, LLP. for Commissioning Services for the Ponus Ridge School Project for an additional amount not to exceed \$3,220.00 Account# 0918 5010 5777 C0608

D. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents regarding the 3-year partnership with KIVA and the National League of Cities for a small business and entrepreneurship loan program on a sole source procurement basis including a contracted staff position in an amount not to exceed \$308,000. Account: American Rescue Plan Act Funds
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the City of Norwalk to apply, accept, and/or receive the NLC Kauffman Foundation Grant in the amount of \$15,000.
3. Authorize Mayor, Harry W. Rilling, to amend the agreement between the City of Norwalk and Fuss & O'Neill for design services for the Wall Street Corridor Improvement, Project No. 4149. for an amendment amount of \$49,500., with a revised total agreement amount not to exceed \$399,500. Account 0921-4120-5777-C0649

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**MARCH 8, 2022
VIA TELECONFERENCE**

APPOINTMENTS

CONSERVATION COMMISSION

M/C

Norwalk Code 35-2

KATHRYN KNIGHT (D)

Term Expires – 01/01/2026

5 Farm Creek Road

Alternate

Norwalk, CT 06853

**COMMON COUNCIL
NORWALK, CONNECTICUT**

REGULAR MEETING

**FEBRUARY 22, 2022
VIA TELECONFERENCE**

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

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Mayor Rilling called the meeting to order at 7:34 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Dominique Johnson	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

**City of Norwalk
Common Council
February 22, 2022
Via Teleconference
Page 1**

District A:	Ms. Nicol Ayers	Mr. David Heuvelman
District B:	Ms. Darlene Young	Ms. Diana Revolus
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Ms. Heidi Alterman	Mr. Thomas Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Council members present. A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Special Meeting: February 8, 2022

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

Regular Meeting: February 8, 2022

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

III. PUBLIC PARTICIPATION

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

Ms. Gloria Niederer spoke in support of fully funding the Board of Education's proposed budget and suggested drawing down from the rainy day fund.

Ms. April Waterstrom spoke in support of fully funding the Board of Education's proposed budget and suggested drawing down from the rainy day fund.

Ms. Iliana Zuniga urged the Common Council to vote to increase the budget by 5.4% and use rainy day funds.

Mr. Livingston asked if Translator services were available for this meeting. Mayor Rilling said Translators were used for other meetings and they have to get back to using them on a regular basis.

Ms. Laura Garcia spoke in support of fully funding the Board of Education's proposed budget.

Ms. Jody Saddler spoke in support of fully funding the Board of Education's proposed budget.

Mr. Justin Matley spoke in support of fully funding the Board of Education's proposed budget.

Ms. Julie Flemming advocated for adequate funding for the Board of Education.

Ms. Kate McPhee spoke about supporting those in need and said there were people who could not speak because there were no Translators.

Ms. Diane Lauricella offered suggestions for opportunities to find savings in the Board of Education budget. She asked for no increase to the budget. She asked for an increase on the City side to fund a Diversity and Inclusion position. Ms. Lauricella asked the Board of Education and the Superintendent to reduce the staffing in the Central Office.

Ms. Mary Gray spoke in support of fully funding the Board of Education's proposed budget, otherwise it would be detrimental to those students who have special needs.

Ms. Julie McNulty asked what is being done to mitigate the impact of the pandemic and spoke in support of fully funding the Board of Education's proposed budget.

Ms. Tracy spoke about the lack of funding in athletics.

Ms. Sarah Garcia spoke in support of fully funding the Board of Education's proposed budget.

Ms. Melene Jones spoke in support of fully funding the Board of Education's proposed budget.

Ms. Claudia Connor spoke in support of fully funding the Board of Education's proposed budget.

Mr. Brian Brown spoke in support of fully funding the Board of Education's proposed budget and mentioned plummeting school rankings.

Mr. Paul Whelky spoke in support of fully funding the Board of Education's proposed budget. He said he noticed that his younger child was not challenged as much as his older child was. He said Norwalk is unfairly burdened and asked the Common Council to put pressure on the legislators to increase their funding to Norwalk.

Ms. Astrid Sisteros spoke in support of fully funding the Board of Education's proposed budget.

Mayor Rilling acknowledged the letters he received and Ms. Dixon read the names of the people who submitted letters in support of fully funding the Board of Education's proposed budget. She also acknowledged Mr. Richard Bonefant who submitted a letter regarding Ordinance.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

Mayor Rilling announced the following resignations and thanked Ms. DiMeglio and Ms. McCready Brown for their service.

Frances Di Meglio, Planning and Zoning Commission
Sheri McCready Brown, Board of Estimate and Taxation

APPOINTMENTS:

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE
APPOINTMENT OF DANIELLE SANCHICK, ZONING BOARD OF
APPEALS, ALTERNATE**

Ms. Niedzielski Eichner spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MR. KEEGAN MOVED TO APPROVE THE APPOINTMENT OF MATT
MERLUZZI, CONSERVATION COMMISSION**

Mr. Keegan spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

- ** MS. SHANAHAN MOVED TO APPROVE THE APPOINTMENT OF LAURIE JONES AND JOHN PINTO, HARBOR MANAGEMENT COMMISSION**

Ms. Shanahan spoke in support of the reappointments. Mr. Kydes spoke in support of Dr. Pinto's reappointment. Mayor Rilling said he has known Dr. Pinto since high school.

- ** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mayor Rilling said a draft of the Efficiency Report for the City of Norwalk and Board of Education is currently being reviewed. He said he was very impressed by the attention to detail in the City's report.

The Governor is lifting the mask mandate on February 28th and Mayor Rilling's team and Dr. Estrella's team will meet to discuss how to proceed.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

Mr. Livingston announced that Mr. Goldstein would be reading this evening's Consent Calendar.

- ** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

- A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE**
1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH TRIANGLE COMMUNITY CENTER FOR THE USE OF MATHEWS PARK AND IMMEDIATE SURROUNDING GROUNDS FOR PRIDE IN THE PARK TO BE HELD ON SATURDAY

JUNE 11, 2022 FROM 12:00 PM TO 8:00 PM. SET-UP TO BEGIN AT 6:00 AM WITH TEAR-DOWN AT 9:00PM. APPROXIMATE ATTENDANCE 7,000.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH THE NORWALK SEAPORT ASSOCIATION FOR THE USE OF VETERANS MEMORIAL PARK AND IMMEDIATE SURROUNDING GROUNDS FOR THE OYSTER FESTIVAL TO BE HELD FROM FRIDAY, SEPTEMBER 9, 2022 TO SUNDAY SEPTEMBER 11, 2022. SET-UP TO BEGIN ON FRIDAY, AUGUST 19, 2022 WITH TEAR-DOWN NO LATER THAN FRIDAY, SEPTEMBER 30, 2022. APPROXIMATE ATTENDANCE 40,000.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH THE LEUKEMIA AND LYMPHOMA SOCIETY FOR THE USE OF CALF PASTURE & TAYLOR FARM PARKING LOTS AND IMMEDIATE SURROUNDING GROUNDS FOR LLS LIGHT THE NIGHT EVENT TO BE HELD ON SATURDAY OCTOBER 8, 2022 FROM 5:00 PM TO 11:59 PM. SET-UP ON FRIDAY OCTOBER 7, 2022 AT 8:00 AM WITH TEAR-DOWN ON SATURDAY OCTOBER 8, 2022 BY 11:59 PM. APPROXIMATE ATTENDANCE 1,000.

4. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GENGRAS FORD FOR A 2022 FORD F550 DUMPING RACK BODY TRUCK IN AN AMOUNT NOT TO EXCEED \$56349.00, SOLE SOURCE STATE CONTRACT # 19PSX0161, FROM ACCOUNTS 0921-6030-5777-C0486 AND 0922-6030-5777-C0486.

5. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO GENGRAS FORD FOR A 2022 F250 WITH SERVICE BODY IN AN AMOUNT NOT TO EXCEED \$58,528.90, SOLE SOURCE STATE CONTRACT NUMBER # 19PSX0161, FROM ACCOUNT # 0922-6030-5777-C0486.

C. FINANCE AND CLAIMS COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: FEBRUARY 10, 2022

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: FEBRUARY 10, 2022

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: JANUARY 2022

4. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO UPGRADE WORLDQX SOFTWARE TO SAAS CLOUD-BASED SOLUTION, RECURRING COSTS \$8,571, ONE-TIME MIGRATION FEE \$1,920.

**** MOTION PASSED UNANIMOUSLY**

B. ORDINANCE COMMITTEE

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

• TEMPORARY PROHIBITION OF ALL CANNABIS ESTABLISHMENTS

Ms. Shanahan reviewed the item and said they will be working with various departments to do outreach on how to proceed.

**** MOTION PASSED UNANIMOUSLY**

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

• CHAPTER 45, ARTICLE IV – OUTDOOR DINING – SECTIONS 45-29, 45-30, 45-31, 45-32, 45-33, AND 45-34.

Due to a potential conflict of interest, Mr. Kydes recused himself from discussing and voting on this item.

Ms. Shanahan reviewed the item and said this has been passed through various City department. She said that she feels this will be a good opportunity for the restaurants.

Mr. Livingston said he wanted to allay some fears since this Ordinance brings the outdoor dining to 11:00 p.m. He said the Noise Ordinance and the Outdoor dining Ordinance are two different things. He said they have been assured by Ms. Vonashek they are very serious about the noise and will do everything to make this work. Ms. Shanahan described the procedures if the Noise Ordinance is not followed.

**** MOTION PASSED UNANIMOUSLY**

Mr. Kydes rejoined the meeting.

C. FINANCE AND CLAIMS COMMITTEE

5. RESOLUTION:

**** MR. BURNETT MOVED TO APPROVE 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 LOCALLY 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, 2022 SHALL BE NO MORE THAN \$391,732,046. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF \$414,117,874 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF \$22,385,828. BE IT FURTHER RESOLVED THAT THE RESULT OF THIS VOTE AND RESOLUTION, TOGETHER WITH THE ATTACHED 2022-2023 BUDGET GUIDE, BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.

Mr. Burnett reviewed the Resolution and said the recommended budget provides a 3.75% increase to the City and a 4.5% increase to the Board of Education. The goal is to keep the tax rolls as low as possible and the plan is to draw down from the Rainy Day fund to provide tax relief to the residents.

Mr. Burnett said that decisions have to be made. The next step in the operating budget flow is for the Board of Estimate and Taxation to conduct meetings with department heads and then hold a public hearing.

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING RESOLUTION AS AMENDED:**

WHEREAS, SECTION 1-289 OF THE NORWALK CHARTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC SPENDING LIMIT ON LOCALLY 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, 2022 SHALL BE NO MORE THAN \$393,668,899. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF \$416,054,727 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF \$22,385,828. BE IT FURTHER RESOLVED THAT THE RESULT OF THIS VOTE AND RESOLUTION, TOGETHER WITH THE ATTACHED 2022-2023 BUDGET GUIDE, BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.

Ms. Niedzielski Eichner said that as a Common Council, they can't direct how the Board of Education spends these funds, but this is a way of understanding what the need is in the school system. She said this increase works out to be a 5.4% increase.

Mr. Heuvelman said that by raising the cap, they are giving a bucket to the Board of Education to figure out how it will be allocated.

Ms. McMurrer said that she is pro education and is frustrated with the process. She said she wants the money to go directly to the students and the teachers. If this was a normal year, this would be a big win for the school. The South Norwalk incubator is a good idea, but the City does not own the property. She said they all need to do better as a team. Ms. McMurrer said she looks forward to seeing the efficiency study. She said she is happy to see the increase, but would like to see it go up; this is not us vs. them.

Mr. Livingston thanked all those who wrote their very heartfelt comments. He noted that this is the most difficult part of their job. They need to look at the ability of people to pay. Every increase may hurt people in terms of cost, but they want what is best for the students.

Mr. Livingston noted that on the capital side, the Common Council approved \$200 million over the last few years. On the operations side, it is important to clarify what happened last year. The Common Council did approve an increase for the Board of Education, but it was flat funded by the Board of Estimate and Taxation as is their right. Mr. Livingston said he would support the cap as proposed and not as amended.

Ms. Alterman said she supported the amendment to raise the cap. She said she did not know the total number of e-mails that were submitted and not read on the record. She said it is difficult to get information and pledged to notify people about meetings and expects all Common Council members to do the same. She noted it is their duty to listen to both sides.

Ms. Revolus said that as a parent she understands how this affects the community. She said she stands for people who do not speak, because they may not have computers or have to work. She suggested paying attention to the people who can't afford this. Ms. Revolus said she was not in favor of the amendment. She thanked those who think about people who can't afford this increase. She said there are funds that have been promised, but not allocated. Ms. Revolus said they are all here for Norwalk and want to see what is best for the children. Ms. Revolus thanked those who think of others.

Ms. Smyth said she stands on her record of supporting the schools. Last year she did not support reducing the cap and was disappointed when the Board of Estimate and Taxation zeroed out the Board of Education's request. She said she feels Norwalk has a great school system and great teachers, but this year, we are coming off of a pandemic. Children are struggling, but they have to think about the taxpayers. People are struggling so much, that it can be a choice between feeding their families or paying rent or facing eviction. She acknowledged the homeless students. Ms. Smyth said she would not support the amendment.

Mr. Goldstein said that as one of the few non-parents, it is important to every citizen of Norwalk that the Norwalk public schools are as good as they possibly can be. The 4.5% increase represents over a \$9 million increase, which is very substantive. He said that as a South Norwalk resident, he believes the incubator needs to happen, but it is premature at this time. He said he read every e-mail, but noted there are a lot of needs from families that are struggling and will not support the amendment.

Ms. Alterman reminded parents and caregivers that they relied on the school system to take care of the City.

Ms. Dixon read the amended resolution.

Ms. Johnson asked if a draw down from the Rainy Day fund will be taken to fund this bump. Mayor Rilling explained that the original draw down was \$4 million. When this is sent to the Board of Estimate and Taxation, they decide how to come in under the cap. Common Council members can give their thoughts, but the Board of Estimate and Taxation presents the budget.

**** THE AMENDMENT FAILED WITH FOUR (4) VOTES IN FAVOR (MS. NIEDZIELSKI EICHNER; MS. AYERS; MS. MCMURRER; MS.**

ALTERMAN) AND ELEVEN (11) OPPOSED (MR. BURNETT; MR. GOLDSTEIN; MS. JOHNSON; MS. SMYTH; MR. HEUVELMAN; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. KEEGAN; MR. LIVINGSTON; MS. SHANAHAN)

The discussion returned to the original motion.

Mr. Kydes thanked Mayor Rilling for supporting the addition of funds for field maintenance. He said the only solution to maintaining the fields was to add two employees.

Mr. Kydes respectfully requests that the Board of Estimate and Taxation fund the addition of two full-time Recreation and Parks employees.

**** MR. KYDES MOVED TO APPROVE THE FOLLOWING RESOLUTION AS AMENDED**

WHEREAS, SECTION 1-289 OF THE NORWALK CHARTER REQUIRES THAT A MAJORITY OF THE COMMON COUNCIL VOTE TO ESTABLISH A SPECIFIC SPENDING LIMIT ON LOCALLY 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, 2022 SHALL BE NO MORE THAN \$391,814,046. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF \$414,199,874 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF \$22,385,828. BE IT FURTHER RESOLVED THAT THE RESULT OF THIS VOTE AND RESOLUTION, TOGETHER WITH THE ATTACHED 2022-2023 BUDGET GUIDE, BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.

Mr. Keegan spoke in support of the amendment. He said the Parks and Recreation Committee, led by Ms. Young has been an advocate for maintaining the fields because it is important for the kids.

Ms. Johnson spoke in support of the amendment and asked for clarification about making requests to the Board of Estimate and Taxation.

Ms. Shanahan said she was familiar with the City's budget and knows they have not added staff in a long time. She said the need for outdoor recreation is important to everyone, especially the children. She said she understands the Common Council can't tell the Board of Estimate and Taxation what to do, but they can make this request.

Ms. Smyth thanked Mr. Kydes for the amendment and said Mayor Rilling committed one additional person to Parks and Recreation. She said she would like to see Mr. Sowers have the opportunity to work with that one additional person and see how that works, because this is another bump in the taxes. She said that she trusted Mr. Sowers to make a lot with a little.

Ms. Young said that for the past several years, she has heard about the need for additional staff for Parks and Recreation. She thanked Mr. Kydes for putting forward this amendment. She noted that they are here to stick to a budget, but they need an extra person for Parks and Recreation.

Mr. Goldstein said that consistency in that rationale is important and said he would be voting no on this amendment.

Mr. Livingston said he was struggling with this. He said he agreed there is a need for an additional person in Parks and Recreation, but this is not consistent.

Mr. Heuvelman said he agreed with Mr. Goldstein and Mr. Livingston.

Mr. Burnett said the original recommended budget was the result of many hours of discussion. He said the Finance team had several hours of discussions with every department. They invested time and effort to present a fair and appropriate budget to ensure there is a minimal tax increase, but to nickel and dime the recommended budget is not appropriate. The Board of Estimate and Taxation will go through another department review where there will be the opportunity to make changes.

Mr. Burnett said the Finance team did a great job in presenting the recommended budget based on their work with each department head. He said he will not support this amendment.

Ms. Alterman said she received some messages that last year an amendment was passed that reduced the cap by \$1 million. She asked who decided that. Mayor Rilling explained that the proposed cap was reduced by \$1 million last year and was passed by the Common Council and then passed on to the Board of Estimate and Taxation. Ms. Alterman said it is confusing to the people who watch to know who did what and when. Mayor Rilling said that the decision made by the Common Council goes to the Board of Estimate and Taxation.

Ms. Young said she completely understood this and if this amendment is not passed, it is the will of the Common Council; however, she said she hoped there is a plan to bring Parks and Recreation staff up to keep the grounds safe and clean for all residents. Ms. Young said she appreciated that there is one position for Parks and Recreation.

**** MOTION PASSED WITH NINE (9) VOTES IN FAVOR (MS. NIEDZIELSKI EICHNER; MS. AYERS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MS. MCMURRER; MS. ALTERMAN; MR. KEEGAN; MS. SHANAHAN) AND SIX (6) OPPOSED (MR. BURNETT; MR. GOLDSTEIN; MS. JOHNSON; MS. SMYTH; MR. HEUVELMAN; MR. LIVINGSTON)**

Ms. Ayers said she was an involved parent and applauded the Finance and Board of Estimate and Taxation teams. She encouraged her colleagues to think several years ahead. She said they were responsible for what they do and how they treat each other. Ms. Ayers said she reads every e-mail and ponders what to do for everybody.

Ms. Ayers told people to be careful about discouraging other from making amendments. They are elected to do difficult things and noted there is a lot more work to do.

Ms. Johnson said this is her third time going through this process and the process is broken. She thanked everyone who reached out and for the speakers. The ECS formula penalizes the City. She urged everyone to advocate for funding for the Reading and Math specialists and to address mental health issues.

Ms. Revolus said she has a child who is a senior in high school and is pregnant. That child will also go into Norwalk Public schools.

Ms. Smyth urged the Central Office to take care of the teachers. They feel under valued and the kids need them. She asked the Central Office to recognize what the teachers go through.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

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

There was no further business, and the meeting was unanimously adjourned at 9:53 p.m.

ATTEST: _____
Irene Dixon, City Clerk

KATHRYN KNIGHT

5 Farm Creek Road, Norwalk, CT 06853 | 860-967-7408 (c) | kathryn_sellschop@me.com

Volunteer

DEI Parent Taskforce, Chair, New Canaan Country School 21/22 School year

Experience

Standard Bank (Johannesburg, South Africa)

Director, Strategy Stanbic Africa/2002-2005

Managed strategic issues and business planning for banking and financial services operations across 17 African countries. Developed and managed 5 year business plan for African operations. Developed customer value propositions and market segmentation to expand retail banking service and product offerings. Worked with governments to deepen financial services infrastructure

Monitor Group (Johannesburg, South Africa)

Consultant, Project Leader/1998-2001

Project leadership: Local Economic Development Strategies, Transportation Strategies and Infrastructure Development for Public Sector; Pan-European Growth Strategies for large financial services company; Organizational Restructuring and Procurement Strategy for Southern African retail company; Consumer Goods Growth Strategies and Channel marketing.

Ford Motor Company – World Headquarters (Dearborn, MI)

Paid Intern Economist, Corporate Economics & Strategic Issues/ 1997

Developed index to measure the relative risk of currency devaluation events in emerging markets, contributed to economic and political analyses of markets of a variety of topics (EU formation scenarios, global automotive trends, input cost trends, currency forecasting)

Thelen, Marrin, Johnson & Bridges (San Francisco, CA)

Legal Assistant, Insurance Regulation, Anti-trust and Business Litigation 1994-1996

Managed cases for insurance regulatory and anti-trust proceedings; Collaborated with expert witnesses, attorneys and clients in the development of reports for briefs; analyzed transcripts of economic arguments, financial statements, regulations to generate reports for post-trial briefs

Education

MA Applied Economics / December 1997

University of Michigan

BA Humanities / May 1992

University of New Hampshire

**Norwalk Police Department
Administration**

Memo

To: Common Council, Public Safety and General Government Committee

From: Deputy Chief Susan Zecca 

Date: January 19, 2022

Re: Common Council Authorizations

The Police Department annually receives grant funding from various federal or state grants. Often the timeframe to submit application for these grants does not allow enough time for the grant to be written and put through sub-committee and then full Common Council for approval for the Mayor to sign these documents. In consultation with Assistant Corporation Council, the below authorization is requested to allow for the Mayor to apply for and accept the funding for use by the Police Department for grants where there is not a cost share to the City.

The Police Department has received funding for new marked police hybrid utility vehicles in the 2021-2022 capital budget. The purchase is within City purchasing guidelines as the vehicles are under state contract pricing. The quote from MHQ is for ten (10) 2022 Ford Utility Interceptor Hybrid Police Vehicles. The per unit price of the vehicles are \$36,797.00 for a total of 367,976.00. This is an annual purchase to maintain the safety, readiness and dependability our fleet.

The Purchasing Department put out a RFP for the up-fit of these vehicles. The committee reviewed and interviewed three vendors and selected the Fleet Auto Supply whom had the lowest priced submission. We look to enter into a three year agreement with the vendor with two optional one year renewals.

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements and other documents necessary to apply for, accept and/or receive federal or state grant funds for any grant program which will be utilized by the Norwalk Police Department for Public, Health and Safety purposes annually until hereafter revoked by the Common Council, to the extent that the program does not require a municipal funding match.
2. Authorize the Purchasing Agent, Sharon Connors, to execute the purchase order on behalf of the Police Department to MHQ Inc. under the state contract, CT 12PSX0194, for the purchase of ten (10) 2022 Ford Utility Interceptor Hybrid Police Vehicles for the amount not to exceed \$367,976.00. Account # 0922 3010-5777-C0665.

Agreement No. 11.23-01(21):

MAINTENANCE AGREEMENT

Between

THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

and

THE CITY OF NORWALK

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

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

WITNESSETH, THAT:

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS:

The following definitions shall apply to this Agreement:

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

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

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

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

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

SECTION 2 THE SECOND PARTY SHALL:

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

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

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

(a) COMMERCIAL GENERAL LIABILITY

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

(b) AUTOMOBILE LIABILITY

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

(c) WORKERS' COMPENSATION

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

(d) CERTIFICATE OF INSURANCE

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

(e) COPIES OF APPLICABLE INSURANCE POLICIES

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

2.07 The Second Party hereby agrees as follows:

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

safety matters, as such may have been amended.

- (c) "Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- (d) The Second Party shall test all soils and materials excavated from the State highway right of way and shall not replace any soils or materials containing Hazardous Substances within State highway rights of way.
- (e) The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the area within the right of way in which the Project is located.
- (f) The Second Party shall not list the State as the owner, generator or transporter of any Hazardous Substances excavated from State highway rights of way. All costs associated with the handling, storage, use, transportation or disposal of Hazardous Substances shall be borne by the Second Party.
- (g) This provision shall survive this Agreement.

2.08 Agree that nothing in this agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third-party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including but not limited to, those relating to damages.

2.09 Comply with, "Highway Encroachment Permit Regulations, Connecticut Department of Transportation, 1992 Edition"; along with Exhibit "A" entitled, State Encroachment Specifications and Covenants Connecticut Department of Transportation April 2012 and also Exhibit "B" entitled, "State of Connecticut Required Provisions", all of which, as may be amended from time to time, is attached hereto and made a part of this Agreement and available on the Departments of Transportation's website hereby made part of this Agreement.

2.10 Agree that all obligations incurred by the Second Party under this Agreement shall be binding upon any successors in interest to the Second Party unless a supplemental agreement which is properly executed by both the State and the Second Party changes this requirement.

SECTION 3 THE STATE SHALL:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.06 That the Second Party shall assume full responsibility for the accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual of the Second Party responsible for receipt of "Official Notices".

4.07 That the Second Party shall record the Agreement (including any supplements thereto, if any) in the Land Records of the City(s) wherein the Project is located, at no expense to the State; and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded.

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

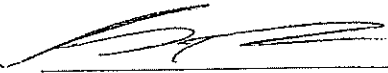
4.08 That the duration of the Agreement shall not be limited by the term of the Permit issued by the State but shall remain in full force and effect until the State and the Second Party mutually agree in writing to terminate the Agreement. However, it is mutually agreed by the Parties hereto that the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

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

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

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JOSEPH J. Giulietti
COMMISSIONER


Name: Angela R. Braut

By: 

Richard Reagan
Transportation Maintenance
Administrator
Bureau of Highway Operations

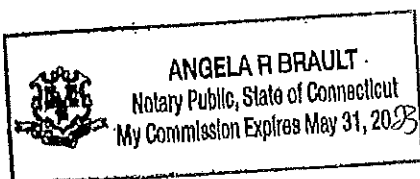

Name: Andrew Merrill

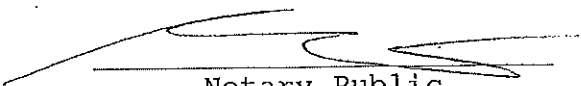
Date: 1/10/2022

STATE OF CONNECTICUT)
) ss: Newington A.D., 2021
COUNTY OF HARTFORD) Date

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

My Commission Expires:




Notary Public

Date: 1/10/2022

Agreement No.11.23-01(21)

WITNESSES:

SECOND PARTY
City of Norwalk

By: _____

Name: _____

Harry W. Rilling
Mayor

Date: _____

Name: _____

STATE OF

)

) ss:

A.D., 2021

COUNTY OF

)

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

My Commission Expires:

Notary Public

Date: _____

FILE COPY

TOWN NORWALK	ROUTE NO. 1-95	PMT 2B-REV 6/00 (302-08-0386) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 9/10/2018	PERMIT NO. 3019477 Page 1 of 3
NAME OF HIGHWAY 103 West Avenue			DATE EFFECTIVE 9/10/2018	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS 1-95 Ramps and Right of Way *** MTO ***			DATE OF EXPIRATION 9/10/2019	AMT. OF SURETY BOND CERTIFY CHECK 1,270,000.00
			SURETY COMPANY/BANK Liberty Mutual Ins Co	
TO: NORWALK LAND DEVELOPMENT, LLC 360 N. OLEANS STREET #300 CHICAGO, IL 60654			AMEC CONSTRUCTION 146 MAIN STREET NORWALK, CT 06851	
			BOND NUMBER: 205046822	
			PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE.	
			PLEASE RETURN AT ONCE.	
			FEE: MTO DATE REC'D: PO/NO NO:	

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

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

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

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

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

- All requirements as stipulated by the Office of the State Traffic Administration Report Number 102-1601-01 O.S.T.A. Certificate No. 1808-A, are in addition to this permit and must be completed prior to the release of any obligations associated with this permit.
 - Condition 24 of the OSTA Certificate must be completed prior to the issuance of any Certificates of Occupancy by the City of Norwalk for the Development.
 - The Maintenance Agreement with the State of Connecticut for all non-State standard items and appurtenances within the State Right of Way must be signed by the City of Norwalk prior to the release of the bond for this project.
 - A copy of this permit must be available on site at all times
 - There shall be no staging in the State ROW. The storing of pipe, equipment, excavated materials, or other construction materials within the highway right of way will not be allowed. Equipment shall be removed from the right of way when not in use.
- The Permit Inspector must be notified upon completion of work for final inspection and approval.

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

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

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

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

FILE COPY

TOWN NORWALK	ROUTE NO. 1-95	PMT 2B-REV 8/00 (302-06-0386) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 9/10/2018	PERMIT NO. 3019477
NAME OF HIGHWAY 103 West Avenue			DATE EFFECTIVE 9/10/2018	Page 2 of 3
LOCATION OF WORK OR BEGINNING AND ENDING POINTS I-95 Ramps and Right of Way *** MTG***			DATE OF EXPIRATION 9/10/2019	AMT. OF SURETY BOND CERTIFY CHECK 1,270,000.00
			SURETY COMPANY/BANK Liberty Mutual Ins Co	
TO: NORWALK LAND DEVELOPMENT, LLC 350 N. OLEANS STREET #300 CHICAGO, IL 60654		AMEC CONSTRUCTION 145 MAIN STREET NORWALK, CT 06851	BOND NUMBER: 285046822	
			PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE.	
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- Vehicular and pedestrian traffic must be adequately protected through the use of appropriate traffic control patterns. Uniformed police officers or personnel who are certified for traffic control to a level equivalent to the National Safety Council shall be utilized to direct traffic through the work area. All traffic control signing and appurtenances shall be in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" and must meet NCHRP 350 requirements.
- State Police must be utilized when the permittee's work will interfere with the both the Route 95, and Route 7 ramps.
- No work that will interfere with the flow of traffic will be permitted before 8:30 a.m. and after 4:00 p.m., Monday through Friday.
- Holiday Restrictions- No permit work within the highway right of way will be permitted the day before a legal holiday and no work shall be resumed until 12:00 noon the day following the holiday, unless otherwise approved or indicated. Weekends shall be considered as part of the holiday when the legal holiday falls on either Friday or Monday.
- Compaction testing shall be performed on all backfill materials placed, and density testing on all permanently installed asphalt by a certified independent testing laboratory at the permittee's expense. All materials shall be obtained from a State certified source, and be tested by the independent testing laboratory prior to use in the CTDOT ROW. All field testing of soils and asphalt must be performed by a NETTCP certified Inspector.
- Concrete testing shall be performed on all concrete installed in the State ROW, including that placed in the mast arm foundation.
- All signal work shall be performed in strict compliance with the approved signal plan. A CTDOT representative must be present when the mast arm foundation is excavated to verify the correct depth and soil condition, prior to concrete placement. Any deviation from the approved design for the construction of the mast arm foundation will require prior approval by the designing engineer and the City of Norwalk Engineer.
- The attached Drainage Connection Concurrence document, along with a copy of the signed encroachment permit, shall be recorded in the town land records. A certified copy of the recording must be received by Mr. Daniel DiReinzo, Transportation District Supervising Service Agent, 140 Pond Lily Avenue, New Haven, CT 06515 prior to issuing the required encroachment permit.
- The State drainage system, within the project limits, shall be inspected and documented prior to construction and again prior to final restoration. Should any issues arise with debris or damaged drainage facilities caused by construction activities, the permittee shall be responsible to clean/repair the system at their own expense.
- The permittee shall keep open roadways clean and free of construction debris, dirt, loose gravel, or other material that may cause hazardous driving conditions and shall have a street sweeper available at all times, and shall sweep the road as needed, not less than twice per day.
- Hot bituminous concrete will be required for all pavement excavations. The permittee will make certain that hot bituminous concrete is available before starting the work. If it is not available, NO excavation will be allowed within the right-of-way until such time as it is available. At the end of each workday, all trenches will be back filled and patched.
- The use of steel plates to cover open trenches within the highway right of way will NOT be allowed.
- Full depth pavement replacement will be required in all roadway trench excavations. This will include 10" (compacted) of processed gravel base, 6" of Hot Mix Asphalt Superpave 1.0 Design Level 2 and 3" of Hot Mix Asphalt Superpave 0.50 Design Level 2 top course, installed in 2 equal lifts. All edges must be tack coated and the surface joints hot sealed. Superpave level 3 mixes shall be used for all asphalt installed on the Route 95 or Route 7 ramps.
- The Route 95 north bound entrance ramp and the Route 7 south bound exit ramp shall be milled 2", and paved with 2" of superpave 0.5", level 3, a minimum of 10' beyond the limits of construction. Final limits of milling and paving will be determined by CTDOT prior to final pavement restoration.

FILE COPY

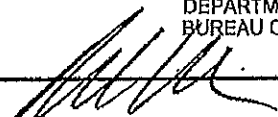
TOWN NORWALK	ROUTE NO. I-95	PMT 28-REV 8/00 (302-08-0388) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 9/10/2018	PERMIT NO. 3019477
NAME OF HIGHWAY 103 West Avenue			DATE EFFECTIVE 9/10/2018	Page 3 of 3
LOCATION OF WORK OR BEGINNING AND ENDING POINTS I-95 Ramps and Right of Way *** MTG***			DATE OF EXPIRATION 9/10/2019	AMT. OF SURETY BOND CERTIFY CHECK 1,270,000.00
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This shall include milling and paving of the asphalt surface, surrounding and including the excavation, to a depth of 2". The milled area shall extend a minimum of 10 feet beyond the edges of the original trench line with vertically faced edges, not tapered. The entire milled area including the edges shall be swept and tack coated with an approved material at the appropriate rate. The area will then be paved with Hot Mix Asphalt Superpave 0.50 (machine laid) and compacted to a depth of 2". All excavations may be included into one milled area. - Sidewalk must be in conformance with the most current ADA Requirements. - All liability is assumed by the permittee. All areas disturbed as a result of this operation will be restored to the equivalency of their original condition or better at permittee's expense. Pavement markings must be replaced using epoxy paint. Turf must be established prior to this permit considered complete. The permittee will be billed in full by the Department for engineering and replacement costs of any area disturbed or destroyed by the permitted operations. - The Department reserves the right to require the permittee to reimburse the State for all expenses incurred in connection with this permit including but not necessarily limited to inspection, State-owned equipment, supplies, etc. as outlined under regulation 13b-17-11. - Requirements of the permit are subject to change as field condition warrant. Any change will require a review and prior approval by the District Office. INSURANCE EXPIRES: AMEC 3/14/2019 PRIOR TO THE INSURANCE EXPIRATION DATE, THE PERMITEE MUST SUBMIT AN UPDATED CERTIFICATE OF INSURANCE TO DOCUMENT APPROPRIATE CONTINUING INSURANCE COVERAGE.				
PERMITEE'S SIGNATURE		DATE	DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS BY Steve Moran	
			 DISTRICT MAINTENANCE DIRECTOR	

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

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

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

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

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

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

This provision shall survive the Agreement.

EXHIBIT B

State of Connecticut Required Provisions (Municipality Agreements)

I

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

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

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

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

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

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

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

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

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

8. **Indemnification.**

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

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

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

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

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

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

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

13. **Protection of Confidential Information.**

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

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

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

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

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

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate (as defined in 45 C.F.R. § 160.103) of CTDOT.

14. Executive Orders and Other Enactments.

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

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

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

15. Nondiscrimination. Intentionally Omitted - Not Applicable.

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

Applicable.

17. Iran Investment Energy Certification. Intentionally Omitted - Not Applicable.
18. Consulting Agreements Representation. Intentionally Omitted - Not Applicable.
19. Large State Contract Representation for Contractor.
Intentionally Omitted - Not Applicable.
20. Large State Contract Representation for Official or Employee of State Agency.
Intentionally Omitted - Not Applicable.



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

MEMORANDUM

To: Vanessa Valadares, PE – Principal Engineer
From: Daniel Stanton, PE – Senior Civil Engineer 
CC: Anthony Carr, P.E. – Chief of Operations & Public Works
RE: Project No. On-Call Engineering Services – Contract Extension
Date: February 23, 2022

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

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

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

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

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

01 40 30 5258
09 22 4021 5777 C0021
09 21 4021 5777 C0234
09 22 4021 5777 C0234
09 22 4021 5777 C0315
09 21 6030 5777 C0365
09 22 6030 5777 C0365
09 22 6030 5777 C0367
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 22 4021 5777 C0471
09 17 4021 5777 C0526
09 22 6030 5777 C0588
09 19 4021 5777 C0617
09 20 4021 5777 C0617
09 21 4021 5777 C0617
09 22 4021 5777 C0617
09 20 4027 5777 C0643
09 21 4027 5777 C0643
09 22 4027 5777 C0643
09 20 6030 5777 C0657

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 QUALIFICATION RESPONSE FORM

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

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

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

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

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

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

**CITY OF NORWALK
PURCHASING DEPARTMENT**

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

B. CERTIFICATION

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

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	1/08/2021	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

FEBRUARY 9, 2021
VIA TELECONFERENCE

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

B. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

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

C. PUBLIC WORKS COMMITTEE

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

Account No. 01 40 30 5258

09 21 4021 5777 C0021
09 21 4021 5777 C0234
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09 19 4021 5777 C0471
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09 20 6030 5777 C0657
09 21 6030 5777 C0321

AUTHORIZED

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

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09 17 4021 5777 C0526
09 19 4021 5777 C0617
09 20 4021 5777 C0617



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

MEMORANDUM

To: Vanessa Valadares, PE – Principal Engineer

From: Daniel Stanton, PE – Senior Civil Engineer 

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

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

Date: February 23, 2022

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

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

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

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

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

01 40 30 5258
09 22 4021 5777 C0021
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09 22 6030 5777 C0367
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09 22 4021 5777 C0471
09 17 4021 5777 C0526
09 22 6030 5777 C0588
09 19 4021 5777 C0617
09 20 4021 5777 C0617
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09 20 4027 5777 C0643
09 21 4027 5777 C0643
09 22 4027 5777 C0643
09 20 6030 5777 C0657

CITY OF NORWALK

PURCHASING DEPARTMENT

1.1 QUALIFICATION RESPONSE FORM

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

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

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

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

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

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

CITY OF NORWALK PURCHASING DEPARTMENT

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

B. CERTIFICATION

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

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	1/8/21	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

FEBRUARY 9, 2021
VIA TELECONFERENCE

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

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

C. PUBLIC WORKS COMMITTEE

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

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AUTHORIZED

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

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COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
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FEBRUARY 9, 2021
VIA TELECONFERENCE

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

09 19 6030 5777 C0367
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AUTHORIZED

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

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AUTHORIZED

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

AUTHORIZED

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

APPROVED

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

AUTHORIZED

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

AUTHORIZED

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

AUTHORIZED



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

MEMORANDUM

To: Vanessa Valadares, PE – Principal Engineer
From: Daniel Stanton, PE – Senior Civil Engineer 
CC: Anthony Carr, P.E. – Chief of Operations & Public Works
RE: Project No. On-Call Engineering Services – Contract Extension
Date: February 23, 2022

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

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

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

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

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

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09 22 4027 5777 C0643
09 20 6030 5777 C0657

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 QUALIFICATION RESPONSE FORM

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

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

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

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

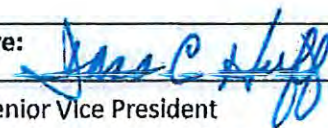
A. CONSULTANT HOURLY BILLING RATE SCHEDULE FOR ON-CALL ASSIGNMENT - Please indicate your firm's hourly fees over the two (2) period of the contract.

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

CITY OF NORWALK PURCHASING DEPARTMENT

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

B. CERTIFICATION

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

C. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

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

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

FEBRUARY 9, 2021
VIA TELECONFERENCE

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AUTHORIZED

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AUTHORIZED

5. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to acquire an easement at 473 Connecticut Avenue for purposes of constructing, operating, maintaining, repairing and replacing a pump station. **AUTHORIZED**
6. Approve the East Norwalk Village District Standards as part of the City of Norwalk Department of Public Works Standard Detail Drawing. **APPROVED**

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Assistance Agreement with the Lockwood Mathews Mansion Museum at Norwalk, CT for the Lockwood Mathews Mansion Museum Improvement Project in the amount of \$2,500,000.00. Account #09206310 5777 C0186 **AUTHORIZED**
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Innovative Engineering Services, LLC. to provide building systems commissioning services for the new Cranbury Elementary School Project for a total not to exceed \$45,400.00. Acct. #09215010 5777 C0786 **AUTHORIZED**
- 2b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$4,500. **AUTHORIZED**



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

MEMORANDUM

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

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

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

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

DATE: February 22, 2022

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

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

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

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

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

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

Account No. 09 22 40210 5777 C0315

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

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

DECEMBER 11, 2018
COUNCIL CHAMBERS

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

Account No. 09 16 4021 5777 C0407

AUTHORIZED

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

Account No. 01 40 30 5258

AUTHORIZED AS AMENDED

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

Account No. 09 06 4021 5777 C0315

09 09 4021 5777 C0315

09 14 4021 5777 C0315

AUTHORIZED

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

APPROVED

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

APPROVED

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

December 1, 2021

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

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

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

GENERAL

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

Project Background

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

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

Proposed Bridge Reconstruction

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

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

Project Understanding and Assumptions

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

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

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

Design Specifications, Guidelines, and Standards

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

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

SCOPE OF ADDITIONAL SERVICES

Basic Services

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

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

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

Phase I – Design Phase

1. Land Surveying

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

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

2. Preliminary Engineering

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

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

3. Hydrologic and Hydraulic Engineering

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

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

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

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

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

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

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

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

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

3.4.4 Prepare a Floodway Analysis Report summarizing the findings.

4. Environmental Permitting

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

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

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

4.2 Regulatory Permits. The Consultant will prepare and submit a permit application to the Inland Wetlands and Watercourses Commission. Regulated activities may include filling of wetlands, diverting watercourses, construction of storm drainage outfalls, construction activities within 100 feet of a regulated wetland or watercourse, etc. In addition, it is anticipated that an Army Corp of Engineers (ACOE) General Permit and coordination with the Connecticut Department of Energy & Environmental Protection (CTDEEP) Land and Water Resources, Wildlife, and Fisheries divisions are required.

4.3 Meetings. The Consultant will represent the City at the Inland Wetlands and Watercourse Commission meeting and inter-agency meetings associated with the project throughout the approval process. Up to three (3) meetings are anticipated for this project.

5. **Utility Coordination**

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

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

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

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

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

- **Water Main** – The water main is located to the south of the existing bridge and is within the footprint of the proposed replacement bridge. It is anticipated that the water main will be relocated further beneath the proposed replacement bridge and protected with a pipe sleeve.
- **Sewer Main** – The sewer main is located upstream of the existing bridge and will be within the footprint of the proposed replacement bridge. It is anticipated that the sewer main will be relocated upstream of the channel and outside the footprint of the replacement bridge.

5.2 The Consultant, in conjunction with its coordination with utility companies, will prepare plans that would reflect required utility work and prepare general construction details conforming to requirements of the utility companies. Anticipated utility work will be in conjunction with the contractor's construction operation and preferred means and methods.

5.3 The Consultant will take into consideration, address, and incorporate utility requirements related to the design and structure layout of the proposed replacement structure.

6. Coordination with Contractor During Design

6.1 Coordination with the City's Contractor. The Consultant will coordinate and work together with the City's contractor, understand their construction approach, their preferred means and methods of construction, and identify construction issues related to the proposed replacement structure. The Consultant will also clarify design and construction assumptions made by the contractor that may not have been shown or articulated on the design plans. Consultant will address design and construction issues identified by the contractor early in the design phase and incorporate solutions into the Final Design.

6.2 Review of Contractor's Construction Cost Estimate: The Consultant will assist the City in reviewing and evaluating the contractor's construction cost estimate and participate in discussions with regards to their project assumptions and project approach, and construction considerations in conjunction with their estimated cost.

7. Semi-Final and Final Design

7.1 Bridge and Roadway Design Plans. The Consultant will develop reconstruction plans and will provide the City and its contractor progress prints as design details are finalized and as plans are progressed to Final Design Plans.

7.2 Specifications and Estimates. The Consultant will prepare specifications and applicable special provisions for the bridge reconstruction. The Consultant will prepare quantity estimate to determine an opinion of probable construction cost.

7.3 Plans, Specifications, and Estimate. The Consultant will incorporate review comments from the City and regulatory agencies and prepare a set of Final Design Plans, Specifications, and Estimates for submission to the City.

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

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

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

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

COMPENSATION

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

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

Notes:

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

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

APPROVED BY:
FREEMAN COMPANIES, LLC

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

Paul Rodrigues, PE
Director of Operations

Date

Date



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
 FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
 RE : **HOPE DOCK AT NORTH WATER STREET
 NORWALK SEAPORT ASSOCIATION – LEASE EXTENSION**
 DATE: FEBRUARY 24, 2022

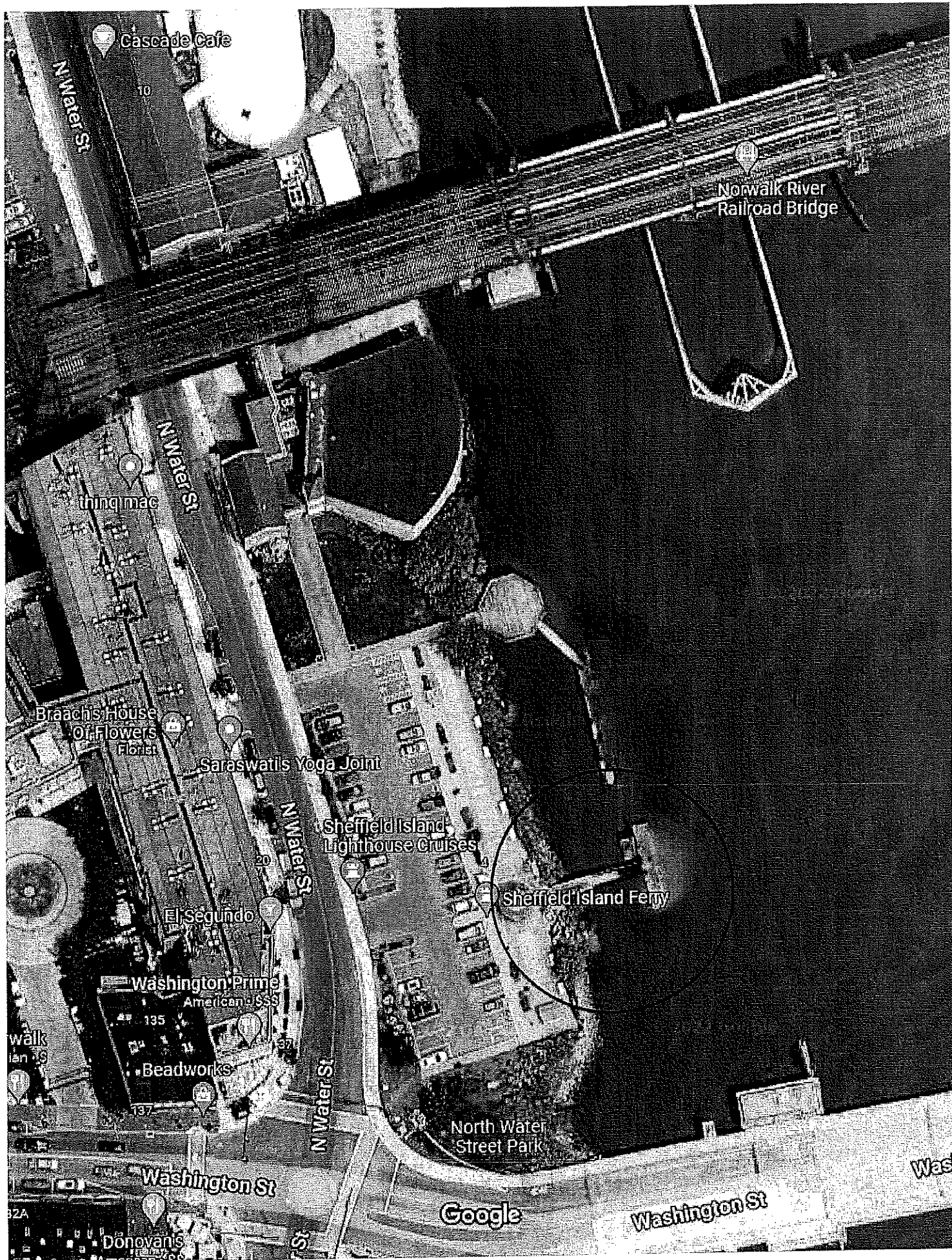
The Norwalk Seaport Association currently operates a historic vessel from the Hope Dock facilities near the gazebo in the North Water Street Parking Lot. The Hope Dock facilities consist of the dock and ramp which were constructed and maintained by the Seaport. The Seaport has a License Agreement with the City since year 2000 in order to provide access to the Hope Dock facilities from the parking lot esplanade. This agreement expired on January 31, 2022.

As the State of Connecticut continues to develop their plans for the replacement of the Walk Bridge, temporary and permanent relocation of the existing marine facilities along North Water Street Parking Lot and the Maritime Aquarium is expected. There have been in-depth discussions and understanding among the State, the City, the Maritime Aquarium and the Seaport Association regarding the proposed changes necessary to support the Walk Bridge construction process, however, no active construction around the Hope Dock facilities is expected this year.

In recognition of the status of the Walk Bridge project, City staff, in consultation with representatives from the Seaport and with the State, is recommending an one year extension (retroactive from February 1, 2022 to January 31, 2023) to the existing agreement. The proposed amendment will take into consideration of the Seaport's needs to provide services while allowing the City to terminate the Agreement necessary to accommodate the State's needs for access. As this is a short term extension to an existing agreement, Planning Commission approval in accordance with Connecticut General Statutes, Section 8-24 is NOT required.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the License Agreement with Norwalk Seaport Association, Inc. for access to the Hope Dock from North Water Street Parking Lot, to extend the agreement period retroactively from February 1, 2022 to January 31, 2023.





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

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER *AL*

RE: HISTORICAL MUSEUM KITCHEN ACCESSIBILITY FIT-OUT

DATE: FEBRUARY 24, 2022

Norwalk Museum building was constructed in 1977. Recently, the City implemented an ADA compliance project consists of an elevator. This project required the removal/modification of the original kitchen and associated plumbing hook-up behind the walls. With the completion of the elevator project, the Historical Commission proceeded with the preparation of drawings and specifications for a replacement kitchen. This project includes new cabinets, fixtures, counter and appliances.

On December 17, 2021, the City's Purchasing Department solicited bids for the renovation and upgrade of the kitchen. The City received six (2) bid as follows:

Titan Enterprises, Inc.	\$47,800.00
A.V. Tuchy, Incorporated	\$56,350.00

After completion of a scope review session with the apparent low bidder, the Purchasing Department and the Office of Building Management are recommending the award of this project to Titan Enterprises.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with Titan Enterprises, Inc. for the kitchen improvement project at the Norwalk Museum for a total not to exceed \$47,800.00. Funds are available from account #0921 6310 5777 C0549**
- b. **Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$4,780.00.**



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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE: CRANBURY ELEMENTARY SCHOOL – MAN FIBER INSTALLATION

DATE: FEBRUARY 24, 2022

Communication fiber network for Cranbury Elementary School is currently provided via a Municipal Area Network (MAN) system which connects all of the schools and many municipal buildings with a dedicated fiber network. Digital BackOffice d/b/o Advanced Corporate Networking is currently under a long term contract with the City to provide service and installation relating to the MAN. As part of the new Cranbury School project, the existing fiber connection will need to be removed and temporarily reconnected to the building in a different orientation as the current routing will be in conflict with the construction of the new building. Digital BackOffice will remove and provide interim fiber services to facilitate the construction of the new building. As part of the construction of the new building, a new fiber connection is required and will be installed by Digital BackOffice. The proposed Digital BackOffice's disconnection and reconnection work has been coordinated with the Board of Education IT Department and the project team.

ACTION REQUESTED:

Authorize the Purchasing Agent to issue a purchase to Digital Back Office, d/b/o Advanced Corporate Networking to provide MAN fiber installation services for the new Cranbury Elementary School Project for a total not to exceed \$35,000. Acct. # 0921 5010 5777 C0786.



Advanced Corporate Networking, Inc.

tel: 203.874-5545 • fax: 203.876-1788 • e-mail: sales@digitalbackoffice.com
<http://www.digitalbackoffice.com> 192 Naugatuck Ave. • Milford, Connecticut 06460

January 31, 2022

Mr. Mike Faenza
Project Manager
City of Norwalk
125 East Avenue, Room #116
Norwalk, CT 06856-5125

Re: WAN Fiber Connection to Cranberry Elementary School

Dear Mr. Faenza:

Digital BackOffice is providing Norwalk Public Schools with this quote for disconnecting/reconnecting the Norwalk MAN fiber optic wide area network to the Cranberry Elementary School.

Norwalk Public Schools - Cranberry Elementary School - Temporary Fiber Run and Reconnect into the New School

Work to be done as soon as Newfield Construction has trenched and run new conduit:

- Disconnect Fiber from the school
- Pull fiber back to the pole
- Install fiber in new temporary conduit and splice back into the fiber termination panel
- Cost is \$14,000.00 one-time

Work to be done when New School is near complete and new Dmarc is available (Date TBD):

- Remove fiber from temporary conduit
- Reinstall fiber into the new school (Dmarc TBD)
- Cost is \$21,000.00 one-time

Grand Total - \$35,000.00

Please provide DBO with a purchase order to authorize this work. If you have any questions, feel free to contact me at 203-874-5545 Ext. 118 or by email at daleb@digitalbackoffice.com

Regards,

Dale Bruckhart
V.P. Marketing

C: Mike D'Angelo, Newfield Construction

This document is the property of and proprietary to Advanced Corporate Networking. It is not to be disclosed in whole or in part without written consent of Advanced Corporate Networking and shall be returned upon request.



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

TO: LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

RE: **PONUS RIDGE SCHOOL – ADDITIONAL BUILDING
COMMISSIONING SERVICES**

DATE: FEBRUARY 18, 2022

As part of the requirements for State funding, the City must follow the Connecticut High Performance Building Standards (CTHPBS) of which there is a requirement to hire a Building Commissioning Agent (CxA). A commissioning agent provides preconstruction HVAC & Building Envelope coordination services and is an integral part of the verification of equipment installation, operation, building envelope testing and start-up/equipment programming process.

Upon the completion of the Ponus Ridge School Project, in coordination with the BOE Facilities Team, HVAC Unit Control issues for the HVAC equipment on the project were discovered. It was determined the control sequence for the HVAC equipment needed to be modified from the original design for more efficient operation and better indoor air quality control. In an effort to maximize system performance with the HVAC units additional investigation was required. The project commissioning agent Horizon Engineering Associates was reengaged to help diagnose and make recommendations for adjustment of the units.

During the nine month investigation and adjustment period Horizon Engineering provided reviews of the building management systems, and recording of trend data for the units. Horizon Engineering attended numerous meetings and provided recommendations for adjustments.

As all of the work required occurred after the completion of contracted commissioning services for Horizon Engineering Associates, a change order has been submitted in the amount of \$10,900 for the additional commissioning services required. Since there is a balance available in additional services contingency in the amount of \$7,680 an increase in contingency in the amount of \$3,220 is required.

ACTION REQUESTED:

**Authorize to increase the contingency allowance for additional services for Horizon Engineering Associates, LLP. for Commissioning Services for the Ponus Ridge School Project for an additional amount not to exceed \$3,220.00
Account# 0918 5010 5777 C0608**



Horizon Engineering
Associates LLP

Demand a Higher StandardSM

July 23, 2021

City of Norwalk Purchasing Department
125 East Avenue, Room 103
Norwalk, CT 06856-5125
Transmitted via email: jgiuliano@norwalkct.org

RE: Change Order Proposal to Provide Additional Commissioning Services for the Ponus Ridge Middle School Project

Dear Purchasing Department:

Horizon Engineering Associates, LLP (HEA) submits the following change order proposal to account for ongoing commissioning services at the Ponus Ridge Middle School project.

SCOPE OF WORK

Our proposal includes the following services:

- HEA has participated in ongoing project meetings that are being conducted to address operational concerns and issues associated with the HVAC equipment.
 - It is noted that not all team members from other companies have been participating in these meetings, which results in some additional time addressing the concerns.
- HEA has performed multiple reviews of the Building Automation System (BAS), as well as, trend data during the winter months.
- It has been concluded that the sequence of operation for the Roof Top Units (RTUs) and the Dedicated Outdoor Air System (DOAS) units is to be modified from the original design to allow for more efficient operation and better Indoor Air Quality (IAQ) control. HEA will need to review the equipment operation upon the implementation of this sequence.
- The project has extended by approximately nine (9) months from the original August 2020 schedule, which results in more project management time.

FEE INFORMATION

Our proposed fee to provide additional commissioning services for the Ponus Ridge Middle School project is as follows:

Ten thousand, nine hundred dollars
(\$10,900.00)

EXCLUSIONS

Any increases in scope, project schedule, square footage and/or quantity of systems will be treated as *not in contract*. Items deemed not in contract will be billed separately in accordance with our rate structure listed under "Terms".

TERMS

Acceptance. If you would like to proceed with this work, please address your order to Horizon Engineering Associates, LLP, 800 Veterans Memorial Highway, Suite 301, Hauppauge, NY 11788. You may submit your order hard copy to the address listed or electronically to contracts@horizon-engineering.com

Payments. Invoices for basic services, reimbursable expenses and additional services shall be submitted monthly on our normal monthly billing cycle. Unless otherwise stipulated, invoices will be submitted electronically. Payments are due and payable thirty (30) days from the date of the invoice. If we are not paid within sixty (60) days of the invoice, we have the right to stop work without notice or liability.

Expenses. Reimbursable expenses are included in our lump sum fee and will include any expenses associated with transportation incurred by the engineer due to travel.

Compensation for Additional Services. It is understood that, where there are approved changes to work already completed or additional services required not specifically outlined in the scope-of-work, HEA shall be paid additional compensation, equal to the following hourly billing rates:

Principal/Director	\$ 225.00
Senior Engineer	\$ 175.00
Senior Project Engineer	\$ 150.00
Project Engineer	\$ 125.00
Field Engineer	\$ 95.00
Project Coordinator	\$ 65.00

Validity. This quotation is valid for sixty (60) days for work commencing within six (6) months.

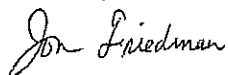
If you are in acceptance of this proposal, please sign and date in the space indicated below and return to my attention.

Purchasing Department, City of Norwalk

Date

If you have any questions or would like more information, please do not hesitate to contact me at (212) 400-3700 or jfriedman@horizon-engineering.com.

Sincerely,



Jonathan Friedman, PE, LEED AP

Regional Director

Horizon Engineering Associates, LLP (HEA)





VII.D

DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

DEPARTMENT: _____

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
	Other, please explain:

TOTAL COST: _____ MUNIS Account: _____

VENDOR: _____

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
		Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
Date			Date

PA Comments: ARPA Reporting-AECD07
KIVA completed IT Security review, IT authorized (attached)

JUSTIFICATION:

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

From: [Liu, Joyce](#)
To: [Callahan, Darin L](#); [Vonashek, Jessica](#)
Cc: [Conners, Sharon](#); [Church, Sabrina](#)
Subject: RE: Contractual Requirements for KIVA Partnership
Date: Tuesday, February 15, 2022 9:24:16 AM
Attachments: [image003.png](#)

Darin,

I do not think DPR applied on our usage on this website.

Joyce

From: Callahan, Darin L
Sent: Monday, February 14, 2022 6:00 PM
To: Liu, Joyce <JLiu@norwalkct.org>; Vonashek, Jessica <jcasey@norwalkct.org>
Cc: Conners, Sharon <sconners@norwalkct.org>; Church, Sabrina <schurch@norwalkct.org>; Callahan, Darin L <dcallahan@norwalkct.org>
Subject: RE: Contractual Requirements for KIVA Partnership

Does that mean that IT signing off on this contract going forward without a Data Protection Rider?

From: Liu, Joyce
Sent: Monday, February 14, 2022 5:45 PM
To: Vonashek, Jessica <jcasey@norwalkct.org>; Callahan, Darin L <dcallahan@norwalkct.org>
Cc: Conners, Sharon <sconners@norwalkct.org>; Church, Sabrina <schurch@norwalkct.org>
Subject: RE: Contractual Requirements for KIVA Partnership

Jessica,

We found the KIVA does not fulfill the following standard

1. No Disaster Response plan [Section 16]
2. No Risk Management [Section 15]
3. No Penetration Testing [Section 14.J]
4. No Vulnerability Assessment [Section 14.K]
5. Do not use Software development life cycle [Section 14.O]
6. No security testing and quality assurance testing [Section 14.P]
7. No independent attestation of cybersecurity posture [Section 13]

IT is not suggesting that KIVA is a security conscious SaaS provider. However, based on what Sabrina's previous email that explained the usage of the website, as long as Kiva is not collecting any data from city or any data on behalf of city. IT will have no objection on pursuing the use of this SaaS vendor.

Joyce

From: Vonashek, Jessica
Sent: Monday, February 14, 2022 10:14 AM
To: Liu, Joyce <JLiu@norwalkct.org>
Cc: Conners, Sharon <sconners@norwalkct.org>; Church, Sabrina <schurch@norwalkct.org>
Subject: Re: Contractual Requirements for KIVA Partnership

Perfect! Thank you!

From: Liu, Joyce <JLiu@norwalkct.org>
Sent: Monday, February 14, 2022 10:01 AM
To: Vonashek, Jessica <jcasey@norwalkct.org>
Cc: Conners, Sharon <sconners@norwalkct.org>; Church, Sabrina <schurch@norwalkct.org>
Subject: RE: Contractual Requirements for KIVA Partnership

Morning Jessica,

Our team is reviewing KIVA's IT form today. We should get back to you for the result by end of today.

Joyce



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

DEPARTMENT: _____

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
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	Other, please explain:

TOTAL COST: _____ MUNIS Account: _____

VENDOR: _____

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
		Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
Date			Date

JUSTIFICATION:

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Wall Street corridor improvements

Contract amendment justification:

We request to amend Project No. 4149 - Design Services for the Wall Street Corridor Improvements, to include the design modifications necessary to finalize the LOTCIP grant funded improvements to East Wall Street, L102-0004.

In order to provide a cohesive streetscape and roadway design throughout the entirety of the Wall Street corridor, TMP has been requested to include the previously awarded LOTCIP Project as part of the larger master plan. Coalescing both designs under one broader vision will ensure continuity of the planned betterments within the Wall Street neighborhood.

TMP has been in contact with WestCOG (program administrator) and CTDOT (program funder) to maintain security of the previously awarded LOTCIP grant. Both parties are supportive of the City's change in scope and have advised the City to simply submit a Change of Scope request along with our final design modifications.

These modifications build on the existing design previously planned for the corridor. They consist of improved mobility options (including bi-directional bike lanes), adjustments to on-street parking, and matching the future aesthetics of the remainder of the corridor. The entirety of the plan will now better align with the City's POCD.

The original LOTCIP award is approximately \$1.5M. Typically design costs are 10% of the construction value; however, since we are only modifying the existing design (and all the basework will be utilized), we were able to negotiate the revision and submission of final design plans through Fuss & O'Neill for a value not to exceed \$49,500 (see attached Technical Design Agreement from Fuss & O'Neill).

The intent would be to prioritize the modifications of this portion of the corridor while simultaneously engaging with the community on advancing the larger corridor masterplan. This will position the City to request for proposals for construction of the State funded design by the Fall of 2022.