

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

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



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



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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: December 13, 2022

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Ana Tabachneck, Planning and Zoning Commission - Alternate

REAPPOINTMENTS: Darius Williams, Planning and Zoning Commission - Regular
Tamsen (Tammy) Langalis, Planning and Zoning Commission - Regular
Christopher MacDonnell, Harbor Management Commission

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS:

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization to Settle Claim: Mirtila Cruz – **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS, AND CULTURAL AFFAIRS

1. Authorize the Purchasing Agent to issue a purchase order to Gabrielli Isuzu Truck Sales for a refuse truck, in an amount not to exceed \$124,280.00. Funding from the DEEP Grant.
2. Authorize the Mayor, Harry W. Rilling, to execute a contract for the acceptance, donation, movement, and placement of the Norwalk Harbor Splash! Dragon Boat Trophy in City Hall and as part of the Norwalk Public Art Collection.
3. Authorize the Mayor, Harry W. Rilling, to execute a contract for acceptance, donation, movement, and placement of the Attitude Crossings Sculpture to the Art Park on West Avenue and as part of the Norwalk Public Art Collection.
4. Approve the Norwalk Recreation and Parks Gift and Donation and Art Acceptance Policy.

B. PUBLIC WORKS

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Ferguson Electric Company, Inc. for State Project 102-360 Norwalk Traffic Signal System Upgrade – Phase IV, FAP 1102 (CN)123 for an amount not to exceed \$3,125,192.00. Account No. FHWA CMAQ grant (100%)

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**January 10, 2023
COUNCIL CHAMBERS**

- 1b. Authorize the Director of Transportation, Mobility and Parking, to Execute Orders on Contract with Ferguson Electric Company, Inc. for State Project 102-360 Norwalk Traffic Signal System Upgrade – Phase IV, FAP 1102(CN) 123 for an amount not to exceed \$312,519.20. Account No. FHWA CMAQ grant (100%)
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Burns Construction Company, Inc. for Project PM2023-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$488,020.00. Account No. 03 00 00 2602
- 2b. Authorize the Chief of Operation and Public Works, to execute orders on Contract with Burns Construction Company, Inc. for Project PM2023-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$48,802.00. Account No. 03 00 00 2602
- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Reliable Excavating Co., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$774,993.65. Account No. 09 23 7100 5777 C0583 134010 5796 APW09
- 3b. Authorize the Chief of Operations and Public Works, to Execute Orders on Contract with Reliable Excavating Co., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$77,499.37. Account No. 09 23 7100 5777 C0583 134010 5796 APW09
4. Authorize the Mayor, Harry W. Rilling, to sign an Agreement, between the City of Norwalk and Vanasse Hangen Brustlin, Inc., pavement management software SAM IS, First Year Fee \$19,210.00, Recurring Annual Subscription and Support Fee, \$4,000.00, to be paid out of the existing PO with VHB, Inc. Account No. 09 20 4021 5777 C0021 09 22 4021 5777 C0021 09 23 4021 5777 C0021

C. LAND USE AND BUILDING MANAGEMENT

1. Authorize Office of Building Management to execute change order on contract with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Public Works Center for a total not to exceed \$3,907.41 Accounts #0922/237100 5777 C0327.
2. Authorize Office of Building Management to execute change order on contract with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Fire Headquarters for a total not to exceed \$4,658.03 Accounts #0922/237100 5777 C0327.
3. Authorize to increase the contingency allowance for Salamone Associates, PC., for underground oil tank removal project at various school locations, to provide additional environment design services and environmental testing/monitoring services for contaminated materials for an additional amount of \$55,000. Acct. #0921 5010 5777 C0789

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**January 10, 2023
COUNCIL CHAMBERS**

- 4a. Authorize the Purchasing Agent to issue a Purchase Order to Insalco Corporation for various furniture items for the Cranbury Elementary School - New project for a total sum of \$168,147.57. Acct. #0921 5010 5777 C0786.
- 4b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$8,400. Acct. #0921 5010 5777 C0786
- 5a. Authorize the Purchasing Agent to issue a Purchase Order to Lakeshore Learning Materials, LLC. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$51,389.61. Acct. #0921 5010 5777 C0786.
- 5b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$5,000. Acct. #0921 5010 5777 C0786.
- 6a. Authorize the Purchasing Agent to issue a Purchase Order to Robert H. Lord Co. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$772. Acct. #0921 5010 5777 C0786.
- 6b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$500. Acct. #0921 5010 5777 C0786.
- 7a. Authorize the Purchasing Agent to issue a Purchase Order to Red Thread Spaces, LLC, for various furniture items for the Cranbury Elementary School - New project for a total sum of \$218,884. Acct. #0921 5010 5777 C0786.
- 7b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$11,000. Acct. #0921 5010 5777 C0786.
- 8a. Authorize the Purchasing Agent to issue a Purchase Order to W.B. Mason Co. Inc. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$346,141. Acct. #0921 5010 5777 C0786.
- 8b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$40,000. Acct. #0921 5010 5777 C0786.
- 9a. Authorize the Purchasing Agent to issue a Purchase Order to CT Communications (State Contract #18PSX0097) for the Telephone System for the Cranbury Elementary School - New project for a total sum of \$28,694. Acct. #0921 5010 5777 C0786.
- 9b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$2,000. Acct. #0921 5010 5777 C0786.
- 10a. Authorize the Purchasing Agent to issue a Purchase Order to Raptor Technologies, LLC. for the Visitor Management System for the Cranbury Elementary School - New project for a total sum of \$1,923.50. Acct. #0921 5010 5777 C0786.
- 10b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$500. Acct. #0921 5010 5777 C0786.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**January 10, 2023
COUNCIL CHAMBERS**

- 11a. Authorize the Purchasing Agent to issue a Purchase Order to TOTAL Communications (State Contract #18PSX0202) for Computer Networking Electronics for the Cranbury Elementary School - New project for a total sum of \$162,877.38. Acct. #0921 5010 5777 C0786.
- 11b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$10,000. Acct. #0921 5010 5777 C0786.
- 12a. Authorize the Purchasing Agent to issue a Purchase Order to Environmental Systems Corporation (State Contract #19PSX0015) for Digital Displays for the Cranbury Elementary School - New project for a total sum of \$7,311.70. Acct. #0921 5010 5777 C0786.
- 12b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,000. Acct. #0921 5010 5777 C0786.
- 13a. Authorize the Purchasing Agent to issue a Purchase Order to Environmental Systems Corporation for Computer Charging Stations for the Cranbury Elementary School - New project for a total sum of \$15,328. Acct. #0921 5010 5777 C0786.
- 13b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,000. Acct. #0921 5010 5777 C0786.

D. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an amendment to increase the Fuss and O'Neill contract by \$60,000 for Additional Transportation Engineering and Related Design Services for East Wall Street Improvements. Acct. # 0922-4120-5777-C0232 (\$40,000)
0923-4120-5777-C0824 (\$20,000)

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

PLANNING AND ZONING COMMISSION

M/C

NORWALK CODE 79

ANA TABACHNECK (D)

TERM EXPIRES - 1/1/2025

11 Myrtle Street

Norwalk, CT 06855

District C

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST
REAPPOINTMENTS**

**January 10, 2023
COUNCIL CHAMBERS**

PLANNING AND ZONING COMMISSION

M/C

NORWALK CODE 79

DARIUS WILLIAMS (D)

TERM EXPIRES - 1/1/2026

57 Marlin Drive

Norwalk, CT 06854

District D

TAMSEN (TAMMY) LANGALIS (R)

TERM EXPIRES - 1/1/2026

11 Indian Spring Road

Norwalk, CT 06853

District E

HARBOR MANAGEMENT COMMISSION

M/C

NORWALK CODE 69

CHRISTOPHER L. MACDONNELL (D)

TERM EXPIRES – 12/31/2026

29 Van Buren Avenue H1

Norwalk, CT 06850

COMMON COUNCIL REGULAR MEETING DECEMBER 13, 2022
NORWALK, CONNECTICUT COMMON COUNCIL CHAMBERS & 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 7:32 p.m. and led the Assembly in reciting the Pledge of Allegiance. He asked for a Moment of Silence to mark the 10th anniversary of the murders at Sandy Hook Elementary School. A special ceremony will take place tomorrow at City Hall.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large: Mr. Gregory Burnett Mr. Joshua Goldstein

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Ms. Dominique Johnson Ms. Nora Niedzielski Eichner
Ms. Barbara Smyth

District A: Mr. David Heuvelman

District B: Ms. Diana Revolus Ms. Darlene Young

District C: Mr. John Kydes Ms. Jenn McMurrer

District D: Ms. Heidi Alterman Mr. Bryan Meek

District E: Mr. Thomas Livingston Ms. Lisa Shanahan

At Roll Call there were fourteen (14) Common Council members present and one (1) absent (Ms. Ayers). A Quorum was present.

Also present were City Clerk, Irene Dixon, Assistant City Clerk, Jordan Schantz and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 22, 2022

**** MR. HEUVELMAN MOVED TO ACCEPT THE MINUTES AS PRESENTED**
**** MOTION PASSED WITH TWO (2) ABSTENTIONS (MR. GOLDSTEIN AND**
MS. JOHNSON)

III. PUBLIC PARTICIPATION

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

Mr. Richard Bonenfant spoke about item 7A1 and urged the Common Council to opt out of the State's request. He said the State's rule does not require anything to be affordable. If there is no local rule they are setting up residents to fight each other looking for parking spaces. In addition, this will not require the owners to live on site and they are just another landlord. Mr. Bonenfant noted that a 2/3 vote is needed and anyone who abstains or does not show up is a no vote.

Ms. Holly Martosi began talking about capital improvements at Wolfpit Elementary School. Mayor Rilling informed her that it was a violation of FOI to discuss an item that is not on the agenda.

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Ms. Diane Lauricella asked the Common Council to not opt out of item 7A1. She said the newly amended Planning and Zoning regulations went too far and she would like to hear the Common Council support those in the community who need housing. This is a property rights issue that allows people to realize the best use of their property. Ms. Lauricella said it should be determined site by site.

Ms. Lauricella also asked the Mayor to acknowledge the good work she and others have done to optimize recycling. Cardboard and glass bottles are a hot commodity.

Ms. Audrey Cozzarian spoke about item 7A1 and said it would make sense to see how other communities handle ADUs. She said she hopes the fears and concerns would be assuaged with common sense. She said she thinks it is terrific for people to have an affordable place to live. They have to put their fears aside so people can take advantage of this.

Ms. Diane Keefe spoke about item 7A1 and encouraged the City to opt in. The State did a lot of work on ADUs and going along with the State's plan would be the right thing to do.

Ms. Diane Cece spoke about item 7A1. She said if this passes, Norwalk is stuck with the State regulation. She said she understands that if the City opts out it will end up with the original State version. At this point it is ok to opt out and continue to work on the Zoning regulation that will work best for Norwalk. She said she is concerned and hopes that no one believes this is a guarantee to increase affordable housing stock.

Ms. Cece talked about the contract with Win Waste Innovations and suggested going back to single stream recycling.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

MAYOR'S REMARKS:

Mayor Rilling announced that Norwalk has lifted the water emergency and is now in a water advisory. This past weekend, Norwalk unveiled its Purple Heart Monument at Veterans Park. Yesterday, Norwalk celebrated the completion of the Center-Ohio, Plymouth Avenue neighborhood sidewalks and paving infrastructure project. Tomorrow marks the 10-year anniversary of the Sandy Hook Elementary School tragedy. Norwalk will hold a remembrance ceremony at 9:30 a. m. on Wednesday, December 14th.

On December 21st, Norwalk is hosting a Menorah Lighting Ceremony at City Hall in Celebration of the Fourth Night of Hanukkah. Norwalk will also be hosting a Kwanzaa event during the week of December 26th.

As this was her last meeting as a member of the Common Council, Mayor Rilling recognized and thanked Ms. Johnson for her service to the City of Norwalk as a member of the Common Council. He expressed his gratitude and wished her luck in her new role as State Representative.

Mr. Burnett told Ms. Johnson she was a timeless advocate for what is just and fair and presented Ms. Johnson with a plaque commemorating her service as a Norwalk Common Council member.

Following the well wishes and expressions of gratitude from fellow Common Council members, Ms. Johnson said she was overwhelmed and said the opportunity to be on the Common Council was an unexpected blessing. She said it was an honor to work with this group. She also thanked the city staff for their professionalism.

V. COUNCIL PRESIDENT

Mr. Burnett said as has been the tradition, the Common Council will not meet on December 27th. He wished everyone a happy and safe holiday season.

A. GENERAL COUNCIL BUSINESS:

1. Re-Appointment of Darin Callahan as Assistant Corporation Counsel – EXECUTIVE SESSION

RESIGNATION AND APPOINTMENTS:

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

B. CONSENT CALENDAR:

Mr. Burnett announced that Ms. Alterman would be reading this evening' consent calendar.

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

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A GRANT AGREEMENT BETWEEN THE CITY OF NORWALK ARTS COMMISSION AND THE CONNECTICUT OFFICE OF THE ARTS IN THE AMOUNT OF \$1,200.

**3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH KIVA USER FUNDS, LLC IN AN AMOUNT NOT TO EXCEED \$25,000 FOR THE MANAGEMENT AND DISBURSEMENT OF \$247,000 OF AMERICAN RESCUE PLAN ACT FUNDS FOR WOMEN AND MINORITY OWNED ENTERPRISES OVER THE NEXT THREE YEARS WITHIN THE EXISTING KIVA PLATFORM VIA SOLE SOURCE PROCUREMENT. ACCT: 133710-5796-AEC09 (ARPA)
0922-3710-5777-C0773
0923-3710-5777-C0773**

B. PUBLIC WORKS

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

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ALTICE USA FOR THE EAST AVENUE ADVANCED

UTILITY PROJECT NO. 0301-0515NP FOR AN AMOUNT NOT TO EXCEED \$91,000.00.

ACCOUNT NO. 09 12 4021 5777 C0471

09 22 4021 5777 C0471

09 23 4021 5777 C0471

09 21 4021 5777 C0234

09 22 4021 5777 C0234

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

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH WATERS CONSTRUCTION COMPANY INC. FOR PROJECT BLDG2022-1 PAVING OF BEN FRANKLIN FACILITY PARKING LOT FOR A SUM NOT TO EXCEED \$128,000.00.

ACCOUNT NO. 09 23 7100 5777 C0295

09 21 7100 5777 C0295

09 23 7100 5777 C0476

09 23 4021 5777 C0021

4B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH WATERS CONSTRUCTION COMPANY INC. FOR PROJECT BLDG2022-1 PAVING OF BEN FRANKLIN FACILITY PARKING LOT FOR A SUM NOT TO EXCEED \$12,800.00.

ACCOUNT NO. 09 23 7100 5777 C0295

09 21 7100 5777 C0295

09 23 7100 5777 C0476

09 23 4021 5777 C0021

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

ACCOUNT NO. 09 12 4021 5777 C0471

09 22 4021 5777 C0471

09 23 4021 5777 C0471

09 24 4021 5777 C0471

09 21 4021 5777 C0234
09 22 4021 5777 C0234
09 23 4021 5777 C0818

6A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH THE GRASSO COMPANIES, LLC, FOR PROJECT RD2022-1 CURB AND SIDEWALK AT VARIOUS LOCATIONS, FOR AN AMOUNT NOT TO EXCEED \$431,808.00.

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

6B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON CONTRACT WITH THE GRASSO COMPANIES, LLC, FOR PROJECT RD2022-1 CURB AND SIDEWALK AT VARIOUS LOCATIONS, FOR AN AMOUNT NOT TO EXCEED \$43,180.80.

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

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

ACCOUNT NO. 01 40 28 5258

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

ACCOUNT NO. 01 40 43 5298

9. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FOURTH AMENDMENT TO THE SERVICE AGREEMENT WITH WIN WASTE INNOVATIONS HOLDINGS (FORMER CITY CARTING, INC.) FOR TRANSFER STATION OPERATION, TRANSPORT AND DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE DATED AUGUST 4, 2008, IN ORDER TO EXTEND THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2024, WITH AN OPTION TO EXTEND AN EXTRA YEAR BASED ON THE TERMS AND FEE SCHEDULE SET OUT IN THE ATTACHED PROPOSAL DATED DECEMBER 1, 2022. THE TRANSFER STATION OPERATIONS FEE FOR JULY 1, 2023 – JUNE 30, 2024, WILL BE \$876,000.00 AND TRANSPORT AND DISPOSAL FEE OF \$97.00 PER TON. THE FEE FROM JULY 1, 2024 - JUNE 30, 2025, WILL BE \$919,800.00 AND TRANSFER AND DISPOSAL FEE OF \$101.85 PER TON. ACCOUNT NO. 01 40 42 5298

C. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, AND INSTRUMENTS WITH AXON ENTERPRISE, INC. FOR THE SOLE SOURCE PURCHASE, INSTALLATION AND SERVICE OF BODY WORN CAMERAS, TASERS, DASHBOARD CAMERAS, AND RELATED EQUIPMENT AND DATA STORAGE FOR AN AMOUNT NOT TO EXCEED \$460,394.65 ANNUALLY. ACCOUNT # 013049-5258.

2. AUTHORIZE THE CHIEF OF POLICE TO EXECUTE ANY CHANGE ORDERS NECESSARY TO IMPLEMENT THE BODY WORN CAMERA, TASER, DASHBOARD CAMERAS, AND RELATED EQUIPMENT AND DATA STORAGE PROGRAM FOR AN AMOUNT NOT TO EXCEED \$23,000. ACCOUNT # 013049-5258.

D. FINANCE AND CLAIMS

1. FOR INFORMATIONAL PURPOSE ONLY: REPORT OF THE CLAIMS COMMITTEE DATED: NOVEMBER 2022 AND DECEMBER 2022

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: DECEMBER 5, 2022

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: OCTOBER 2022 AND NOVEMBER 2022

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT

**** MR. KYDES MOVED TO** Authorize the Mayor, Harry W. Rilling to execute all documentation and/or resolutions associated with the City of Norwalk's opt out of the State of Connecticut Accessory Dwelling Unit Provisions of Public Act No. 21-29 (HB6107).

Mr. Kydes reviewed the item and said he agrees with opting out and modifying the regulation to the City's needs.

Mr. Goldstein said that opting out is the right option for Norwalk. He said he strongly disagrees with the Planning and Zoning Commission's vote, and everything should be done so people can afford to live in Norwalk. He said the Site Plan Review request in addition to the other requirements are a clear barrier to entry. Mr. Goldstein said they need to use all the tools in the toolbox to increase housing stock. He added that he hopes Planning and Zoning will revise their decision.

Mr. Meek said he will vote to opt out. He said he views this as the lesser of two evils and hopes that Planning and Zoning will come back with a much simplified and flexible approach.

Ms. Niedzielski Eichner said she understands there is a housing crisis and ADUs are a way to meet the unmet demand for housing. ADUs are an excellent option for Norwalk. She said it was important that most of the debate is around the detached ADUs, but most will be attached as part of an existing building.

Ms. Revolus said she was concerned about affordable housing and from the guidelines for affordable housing, these ADUs are not what is considered affordable.

Mr. Livingston said he will be voting to opt out. The State's approach was one size fits all. If they do not opt out, they will not be able to revise the regulations. Mr. Livingston noted that this does not create affordable housing.

Mr. Heuvelman said he looks at this as housing inventory. He has a problem that ADUs would not be as of right and will vote no.

Ms. McMurrer said she wants the community to have the flexibility and by opting out feels they will have that flexibility. She added that she would like to work with the Planning and Zoning Commission and have them listen to the Constituents.

Ms. Smyth said she did not believe this would increase housing stock in Norwalk. She said she was disappointed with the requirement for a site plan review that was just added by the Planning and Zoning Commission.

Ms. Johnson said the Planning and Zoning Commission owes it to the people to respond and adapt this five year affordable housing plan which will be an important tool.

Ms. Young said that in the best interest of the residents of the City, she would be supporting opting out of this. As the sixth largest city in CT, Norwalk wants to have control over this. She said she has concerns about the process. There is also the issue of affordable housing and people have to realize it is not going to happen with ADUs.

Mr. Burnett said he would support opting out. He added that they have to look at every possible way to provide adequate housing in Norwalk. The momentum has to continue to make things right.

Ms. Alterman said she appreciates wanting to diversity neighborhoods like Cranbury. She suggested focusing on that area for people who do not have cars because the bus does not go there.

Ms. Revolus said affordable is 30% of an individual's income, but that amount is not the same for everyone. She said affordability is tied to a person's overall monthly income.

**** MOTION PASSED BY ROLL CALL VOTE WITH TWELVE (12) VOTES IN FAVOR (MR. BURNETT; MR. GOLDSTEIN; MS. JOHNSON; MS. SMYTH; MS. REVOLUS; MS. YOUNG; MR. KYDES; MS. MCMURRER; MS. ALTERMAN; MR. MEEK; MR. LIVINGSTON; MS. SHANAHAN) AND TWO (2) VOTES IN OPPOSITION (MS. NIEDZIELSKI EICHNER AND MR. HEUVELMAN)**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

There were none.

XI. ADJOURNMENT

Ms. Revolus wished the members of the Haitian Community a Happy and Blessed Haitian New Year. She said it is a celebration for a Community who had gone through triumphs and tribulations.

**** MS. JOHNSON MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:54 p.m.

ATTEST: _____
Irene Dixon, City Clerk

Ana Tabachneck, MEd, LCSW

646.241.9777

serelle21@gmail.com

PROFESSIONAL SUMMARY: Seasoned clinician and administrator. Well versed in Medicaid, Office of Mental Health, and Department of Homeless Services program operation. Proven leader of clinical, case management, facilities, IT, and medical staff. Focused on improving health outcomes for chronically ill and marginalized populations, with a particular focus on Healthcare IT integration, quality improvement, and compliance.

CORE COMPETENCIES: Program Development, Clinical Crisis Management, Privacy and Compliance, Quality Assurance, Audit Preparation and Response, Policy Implementation, Incident Investigation and Reporting, Training.

WORK HISTORY:

CCMP Health Home 2018-present

Director of Quality & Performance Improvement, Chief Compliance Officer

- o Develop a Quality Management Program for a top performing Health Home serving 14,000 members.
- o Oversight of 48 Care Management Agencies.
- o Liaise with state and city government on policy development and implementation.
- o Operate a Medicaid Compliance program, reporting to the Board of Governors on all compliance investigations.
- o Collaborate with legal and finance to ensure proper claims returns to OMIG and Managed Care Plans.

NADAP 2015-2018

Director of Quality Assurance - Health Home Care Coordination Department

- o Implement a comprehensive quality assurance program.
- o Collect and compile statistical quality data; analyze data to identify areas for improvement in the quality system; make recommendations for policy and/or procedure adjustment and database enhancements and modifications.
- o Develop operational policies and procedures. Ensure that policies are in compliance with government agency regulations and lead Health Home policies.
- o Identify training needs to meet quality standards, develop and deliver new trainings.
- o Sit on Corporate Compliance Committee and represent NADAP at external meetings.
- o Perform regular audits and other quality assurance activities.
- o Research and interpret Department of Health regulations.

CUCS 2005-2018

Program Director- Delta Manor Shelter

Program Director- Crotona Park East CR/SRO

Program Director- Assertive Community Treatment Team

EDUCATION:

MSW- Clinical Social Work

MEd- Rehabilitation Counseling

BA- Linguistics

Hunter College, CUNY

Hunter College, CUNY

New York University

New York, NY

New York, NY

New York, NY

CREDENTIALS:

Certified Rehabilitation Counselor

NYS LCSW #081618

Darius Williams

Marketing, Branding, & Public Relations Consultant

Professional marketing, public relations consultant with a commitment to public service; Darius has a proven track record of cross-sector work intended to increase the quality of life of -- and provide greater services to -- the broader community.

✉️ darius.williams1029@outlook.com

☎️ (203)-945-9386

📍 57 Marlin Drive, Norwalk, CT 06854

🌐 [linkedin.com/in/dlw1029](https://www.linkedin.com/in/dlw1029)

WORK EXPERIENCE

Marketing & Branding Consultant Freelance

2017 - Present

Achievements/Tasks

- Examine company profile and operations to gauge needs.
- Assess consumer/community perception.
- Develop and propose marketing strategy with goals and benchmarks to be met.
- Execute key objectives and actively survey outcomes.

Marketing, Communications Assistant Mid-Fairfield Aids Project

2015 - 2017

Norwalk, CT

Non-profit health services provider

Achievements/Tasks

- Special events fundraising
- Community events coordination
- Social media management
- Volunteer trainer, liaison

EDUCATION

Secondary Brien McMahon High School

08/2014 - 06/2018

Norwalk, CT, 06854

Courses

- AP Government & Politics
- AP Psychology
- Honors Principles of Biomedical Science

Post-Secondary University of Connecticut - Stamford

08/2018 - 06/2022

Stamford, CT, 06901

Major

- Political Science, Macro-Economics

SKILLS

Organizational Development

Project Management

Data Analysis

Local & Federal Zoning Law

Marketing

Social Media Advertising

Research & Strategy

Public Service

CERTIFICATES & TRAINING

CPR/ AED (2018 - 2020)

American Red Cross

Overdose Prevention, Narcan Administration
(2017 - Present)

Norwalk Hospital

Youth Mental Health First Aid (2017 - 2019)

American Red Cross

ORGANIZATIONS

Norwalk International Cultural Exchange (NICE)
(2020 - Present)

Member, Board of Directors

Norwalk Acts (2020 - Present)

Member, Policy & Advocacy Task Force

Oak Hills Park Authority (2019 - 2021)

Member, Board of Directors; chair, Marketing & PR Committee

Census Complete Count Committee (2019 - 2020)

Chair, Business & Outreach Subcommittee

League of Women Voters, Norwalk Chapter
(2018 - Present)

Co-Chair, Events

Norwalk Democratic Town Committee (2018 - Present)

Co-Corresponding Secretary

LANGUAGES

English

Native or Bilingual Proficiency

Spanish

Limited Working Proficiency

Tamsen (Tammy) C. Langalis
11 Indian Spring Rd.
Norwalk, CT 06853
Tammy.Langalis@Raveis.com
203-644-2393

Employment:

William Raveis Real Estate, Norwalk/Rowayton, CT; Realtor 2007- present

Coldwell Banker Residential Real Estate, Norwalk, CT; Realtor 2003-2007

Liz Claiborne and Evan-Picone Sportswear, New York, NY; Sales 1984-1994

Community Involvement:

Sixth Taxing District, City of Norwalk; Commissioner and Chair; 2007- present

Planning Commission, City of Norwalk: 2017 - present

Board of Assessor Appeals, City of Norwalk; volunteer 2008-2011

United Church of Rowayton, Norwalk, CT; Nominating Committee 2020 – present; Deacon 2016-2019,
Board of Christian Outreach 2014-2018, Board of Christian Education 2002-2006, member 1997-present

Rowayton Civic Association; Board Member and volunteer 2000-2005

Norwalk Land Trust; Member and volunteer 2006-present

Rowayton Gardeners; Member 1998-present

Professional Associations:

Consolidated Multiple Listing Service, Greater Fairfield County

National Association of Realtors

Darien Board of Realtors

Education:

Skidmore College: Bachelor of Science, 1984

References upon request.

Christopher L. MacDonnell, P.E.

Senior Engineer

29 Van Buren Ave H1
Norwalk CT 06850

Work History:

- WSP, Senior Supervising Engineer (6/06 - 5/18)
- Ammann & Whitney Consulting Engineers, Senior Structural Engineer (7/00 - 3/06)
- Monberg & Thorsen, Project Engineer (9/98 - 2/00)
- Triborough Bridge and Tunnel Authority, Project Engineer (1/91 - 8/97)
- Connecticut Department of Transportation, Assistant Transportation Engineer (7/86 - 5/90)

Project Experience

BRIDGES: CONDITION INSPECTION

PANYNJ AirTrain JFK Guideway In-Depth Inspection - Structural Inspector

Participated in an in-depth structural inspection of the AirTrain JFK guideway that was performed after cracks in the concrete structure were discovered during a routine inspection of the viaduct. The 8.4-mile system, which includes 6 miles of elevated guideway, services the central terminal area of John F. Kennedy International Airport and provides connections to car rental areas, parking, and intermodal connections to the Long Island Rail Road (LIRR) Jamaica Terminal and New York City Transit Howard Beach Station. The viaduct, which is up to 50 feet high, consists of 20-ton, 32-foot-wide precast double box segments. (5/18)

RIBTA Newport Pell Bridge - Inspection Team Leader

Coordinated the structural inspection of the suspenders and main span structural elements and anchorage. This Rhode Island Turnpike and Bridge Authority (RIBTA) project is a suspension bridge on RI 138 that spans the East Passage of the Narragansett Bay, connecting the City of Newport on Aquidneck Island and the Town of Jamestown on Conanicut Island. The main span of the bridge is 1,600 feet long, with a total bridge length of 11,247 feet. The inspections included the fracture critical approach truss spans. (2006 - 2010)

D

Education

Bachelor of Science, Civil
Engineering; Worcester
Polytechnic Institute (1986)

Professional Engineer:

Connecticut 1994 - 0018559

New York 1996 - 073852

Safety and Health OSHA 10-
hour Construction Safety and
Health

Memberships

Assoc. DBIA

MnDOT Emergency Bridge Inspection - Field Coordinator/Team Leader

Coordinated and led the inspection of multiple Minnesota Department of Transportation (MnDOT) fracture critical bridges after the I-35W bridge collapse. The Hennepin Avenue suspension bridge inspections included the main cable; suspender ropes; and sockets of the main cable in the anchorage. Other structures included the suspender ropes of the three cable that supported arch bridges, and multiple fracture critical trusses. Mr. MacDonnell also participated in the process improvement study that included a review MnDOT's inspection program for compliance with National Bridge Inspection Standards (NBIS). (8/07 - 11/07)

MnDOT 2008 Emergency Gusset Plate Inspection - Field Coordinator and Team Leader

Coordinated and led the inspection of the Wabasha Bridge and the Sorlie Bridge for the Minnesota Department of Transportation (MnDOT). This inspection included in-depth inspection of the gusset plates to facilitate analysis for compliance with the new American Association of State Highway and Transportation Officials (AASHTO) guidelines for gusset plate rating. (7/08 - 8/08)

NYSDOT Robert Moses Causeway Bridge In-Depth Inspection - Senior Supervising Engineer

Performed an in-depth inspection of the Fire Island Inlet Bridge, a two-lane, steel tied arch span with a concrete deck that is part of the 10-mile-long Robert Moses Causeway in Suffolk County, NY that connects West Islip on Long Island to Jones Beach and the western tip of Fire Island. The inspection project for the New York State Department of Transportation (NYSDOT) was necessary to determine the scope of future rehabilitation to extend the life and safety of the bridge over Fire Island Inlet. (2009)

TBTA Throgs Neck Bridge Special Inspection - Project Manager

Managed the inspection of the Throgs Neck Bridge, a suspension bridge that carries I-295 over the East River between the Bronx and Queens, NY. Mr. MacDonnell prepared invoicing; prepared the monthly schedule and budget updates; and provided quality control for flag and final reports. He scheduled and coordinated with equipment and Maintenance and Protection of Traffic (MPT) vendors for access and lane closures. Mr. MacDonnell coordinated activities with Triborough Bridge and Tunnel Authority (TBTA) facility operations personnel, including providing advanced notice for all lane closures and access to high-security areas. (2006)

Panama Canal Authority Bridge of the Americas - Project Engineer and Local Site Manager

Managed the local subcontractors and interfaced with local officials on the inspection of the bridge suspender cables and other substructure elements. (8/05 - 12/05)

DRPA Walt Whitman Bridge Cable Investigation - Construction Inspector

Inspected the rewrapping of the main cable of the Walt Whitman Bridge, a suspension bridge spanning the Delaware River from Philadelphia to Gloucester City, Camden County, NJ, which is operated by the Delaware River Port Authority (DRPA). The bridge has a main span of 2,000 feet and a total length of nearly 12,000 feet. (6/04 - 9/04)

TBTA Verrazano-Narrows Bridge Biennial Inspection - Team Leader

Led the staff inspection of the main cables and other structural elements on the monumental Verrazano-Narrows Bridge, which spans New York Harbor between historic Fort Hamilton in Brooklyn and Fort Wadsworth in Staten Island, for the Triborough Bridge and Tunnel Authority (TBTA). Inspections included hands-on inspection of the main cable, the cable splays, and eyebars; a safety inspection of the underside of the deck over the lower level roadway; and full inspection of the interior of the Brooklyn Anchorage. (2003)

TBTA Bronx Whitestone Bridge Cable Study - Site Engineer

Served as the site engineer for the testing of the suspender cables on the Bronx Whitestone Bridge on the Bronx Whitestone Bridge, a suspension bridge that carries Interstate 678 (I-678) over the East River between the Bronx and Queens, NY. The Bronx Whitestone Bridge, which was completed for the opening day of the 1939 New York World's Fair in Flushing Meadow Park, as a center span of 2,300 feet and a total length of 3,770 feet. Mr. MacDonnell was responsible for the removal and replacement of suspender ropes during this study. (2002)

TBTA Triborough Bridge 1994 and 1996 Biennial Inspections - Project Engineer

Coordinated the inspection and repair of all flagged conditions resulting from two consecutive biennial inspections of the Triborough Bridge, the complex of bridges that span the East River and connect Manhattan, Queens, and the Bronx, NY. (1994 - 1997)

BRIDGES: DESIGN

DRJTBC I-95/Scudder Falls Bridge Replacement - Construction Administrator

Reviewing shop drawings submitted by the contractor for the replacement of the Scudder Falls Bridge which carries I-95 over the Delaware River between Yardley, PA and Trenton, NJ. This project for the Delaware River Joint Toll Bridge Commission (DRJTBC) includes two new integral abutment bridges, two electronic tolling gantries, and 11 new sign structures. The \$300 million project also include the reconstruction and reconfiguration of neighboring highway interchanges, as well as the construction of 8,500 feet of noise abatement walls. (5/18 - Present)

ConnDOT Walk Bridge Replacement PM - Design Program Manager

Managed the design of a four track interlocking and improvements to the Danbury Branch line for the Connecticut Department of Transportation (ConnDOT). Mr. MacDonnell served on the program management team for this \$1 billion program to replace the Walk Bridge, a 122-year-old deteriorating movable rail bridge on the Norwalk River in the Northeast Corridor. The construction contract was procured through a Construction Manager/General Contractor (CMGC) alternative delivery method. Mr. MacDonnell's responsibilities included producing owner specifications; leading design reviews; and supporting project controls to manage scope change. He was also involved in the project risk workshops and developing specifications to mitigate the client's risk. (9/15 - 5/18)

TBTA Bronx-Whitestone Bridge Bronx Approach Replacement - Specification and Estimate Coordinator

Coordinated the development and review of project specifications and cost estimates for the \$175 million replacement of the Bronx Approach on the Bronx-Whitestone Bridge. On the Bronx side of the bridge, the roadway was completely replaced, which resulted in a new 1800-foot long Bronx approach, including foundations and 15 double-arched concrete piers. The roadway was widened to 12 lanes. Mr. MacDonnell coordinated the development of the electrical and mechanical design development, and coordinated and reviewed the preparation of the in-house construction estimate. (2006 - 2008)

TBTA Throgs Neck Bridge Cable Investigation and Structural Repairs - Project Engineer

Directed and reviewed the work of the engineering staff for the investigation of the suspender cables on the Throgs Neck Bridge and the preparation of design plans and specifications for structural repairs and cable rehabilitation. The Throgs Neck Bridge, which opened in 1961, is a 2,910- foot-long suspension that carries six lanes of Interstate 295 (I-295) over the East River between the Bronx and Queens, NY. Mr. MacDonnell also identified procedures for cable replacements for this Triborough Bridge and Tunnel Authority (TBTA) project. (2007)

NYCDOT Bridge Component Rehabilitation - Project Manager

Managed the staff and budget for design and construction support services on this \$3 million New York City Department of Transportation (NYCDOT). project. The scope included the rehabilitation of 18 local street bridges maintained by NYCDOT. (2001 - 2005)

NJTA Newark Bay Bridge Rehabilitation - Site Engineer

Oversaw the removal and replacement of suspender ropes for testing at the Newark Bay Bridge, officially known as the Vincent R. Casciano Memorial Bridge, which connects the cities of Newark and Bayonne, NJ. This steel through arch bridge was opened in 1956, as part of the New Jersey Turnpike Authority (NJTA)'s Newark Bay (Hudson County) Extension. (2001)

TBTA Design of Replacement of the Deck at the Triborough Bridge - Project Manager and Design Coordinator

Managed and coordinated the design on this \$7 million project that included studies of steel orthotropic deck; precast concrete panels; cast-in-place deck; and relocation of the electrical system. The total construction value was \$200 million. (1997)

TBTA Triborough Bridge Deck Replacement - Project Engineer

Directed and reviewed the work of the engineering staff, including cost estimating; constructability; specification preparation; scheduling; and budgeting on this multi-phased \$200 million Triborough Bridge and Tunnel Authority (TBTA) program. Mr. MacDonnell also managed and coordinated the studies and testing of a prototype deck replacement system consisting of precast concrete and steel orthotropic deck units. (5/95 - 7/97)

BRIDGES: CONSTRUCTION AND RESIDENT ENGINEERING

Forth Road Bridge Authority Forth Road Bridge Hanger Replacement - Site Engineer

Wrote method statements and work instructions for replacement of hangers on the Forth Road Bridge in Edinburgh, Scotland. Mr. MacDonnell was responsible for on-site quality control and structural integrity of the hanger changing procedures; he also managed the quality control of subcontractors. (9/98 - 3/00)

Swedish Rail Administration Råån Bridge - Site Engineer

Quality Manager for this 80-meter long welded tube railway bridge and was responsible for the quality control of the subcontractors for this project in Helsingborg, Sweden. (1999)

TBTA Prototype Deck Replacement at the Triborough Bridge - TBTA Resident Engineer and Project Manager

Design Manager for this \$4 million construction project that included testing the installation of precast concrete and steel orthotropic deck units. This was a feasibility project for the design. (1997)

TBTA Verrazano-Narrows Bridge Anchorage Oiling of Eyebars - TBTA Project Manager

Prepared contract specifications, and served as TBTA's Project Manager and Resident Engineer for construction. (1993)

TBTA Verrazano-Narrows Bridge Anchorage Masonry Repairs - TBTA Resident Engineer

Managed project design and acted as Resident Engineer during construction. This project included structural concrete rehabilitation and replacement of the roadway with cast-in-place concrete. (1991 - 1992)

RAIL

MTACC LIRR East Side Access – Senior Engineer

Task manager for leak remediation change order for various facilities in Queens and Manhattan. Prepared plans in close cooperation with the Construction Management staff, (2/2019 -present)

MTACC LIRR East Side Access - Quality Manager

Led a multidisciplinary team for the quality control of the \$10 billion Metropolitan Transportation Authority Capital Construction (MTACC) project to bring Long Island Rail Road (LIRR) service to the Grand Central Terminal. The underground ventilation plant required street excavation in a sensitive location of midtown Manhattan. Mr. MacDonnell participated in final quality reviews of contract documents. (2014 - 2015)

MTACC/LIRR East Side Access - Design Package Manager

Led a multidisciplinary team to produce the design documents for the 55th Street Ventilation Facility, a \$55 million subproject of the \$10 billion Metropolitan Transportation Authority Capital Construction (MTACC) program to bring Long Island Rail Road (LIRR) service to the Grand Central Terminal. The underground ventilation plant required street excavation in a sensitive location of midtown Manhattan. Mr. MacDonnell processed all task-order requests; tracked budgets; and made monthly reports to the client. He was also part of the quality assurance team, participating in final quality reviews of contract documents. (12/09 - 8/15)

TUNNELS

PANYNJ Holland and Lincoln Tunnels Latent Damage Repair and Rehabilitation - Structural Engineer

Coordinating design of structural repairs to the Holland Tunnel that were sustained from flooding related to Superstorm Sandy. The tunnel walls and equipment were damaged by salt water that entered the portals as a result of the storm surge in New York Harbor. Mr. MacDonnell is coordinating design efforts of two major subconsultants and a multidisciplinary team. (5/18 - Present)

VIA

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: January 5, 2023

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

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Brian Candela, Assistant Corporation Counsel

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Corporation Counsel - Executive Session

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

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

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

Authorization to Settle Claim:
Mirtila Cruz

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Norwalk Code Section 1-189

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage



Signature of Person Making Request
Brian Candela, Assistant Corporation Counsel

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

Amended 4/13/84

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: December 22, 2022

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Robert Stowers, Director of Recreation & Parks

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Recreation & Parks

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES XX NO

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

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

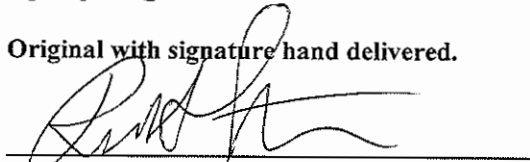
1. Authorize the Purchasing Agent to issue a purchase order to Gabrielli Isuzu Truck Sales for a refuse truck, in an amount not to exceed \$124,280.00. Funding from the DEEP Grant.
2. Authorize the Mayor, Harry W. Rilling, to execute a contract for the acceptance, donation, movement, and placement of the Norwalk Harbor Splash! Dragon Boat Trophy in City Hall and as part of the Norwalk Public Art Collection.
3. Authorize the Mayor, Harry W. Rilling, to execute a contract for acceptance, donation, movement, and placement of the Attitude Crossings Sculpture to the Art Park on West Avenue and as part of the Norwalk Public Art Collection.
4. Approve the Norwalk Recreation and Parks Gift and Donation and Art Acceptance Policy.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage.

Original with signature hand delivered.



Signature of Person Making Request

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

Amended 4/13/84

NORWALK PURCHASING DEPARTMENT

11/18/2022

RESPONSE SUMMARY - PROJECT #4238

Recreation and Parks Refuse Truck

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

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	YEAR	AMOUNT
Gabrielli Truck Sales Milford	Yes	Yes	2023	\$124,280.00 (Bid w/Sanitary Equipment Co., Inc.)
			2023	\$126,022.00 (Bid w/New England Truck Equipment LLC)
Allegiance Trucks North Fairfield LLC	Yes	Yes	2023 Isuzu NRR, 8 yard Load Master refuse body	\$130,193.26

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



4238 – Recreation and Parks Refuse Truck Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
✓ Bridge-Haven Truck Sales dba Gabrielli Truck Sales	Nov 16, 2022 12:49 PM EST	Rich Mocarski	rmocarski@gabriellitruck.com	MjUwNjY5
✓ Allegiance Trucks North Fairfield	Nov 16, 2022 12:15 PM EST	Dragos Ideliu	dideliu@allegiancetrucks.com	MjUwNjQ5

TO: MEMBERS OF THE NORWALK COMMON COUNCIL

FROM: SABRINA CHURCH, DIRECTOR OF BUSINESS DEVELOPMENT & TOURISM, STAFF TO THE NORWALK ARTS COMMISSION

DATE: OCTOBER 11, 2022

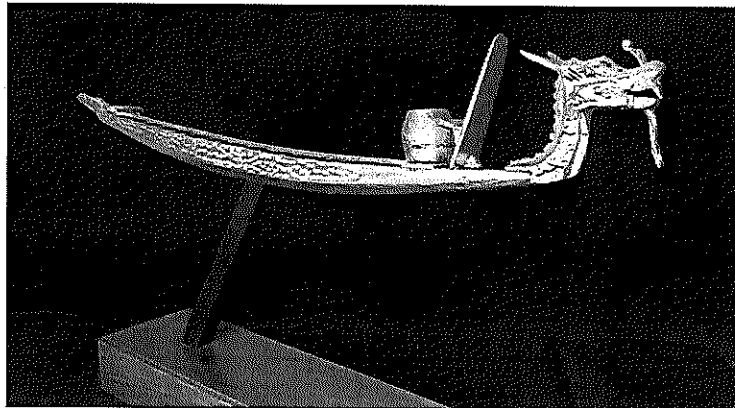
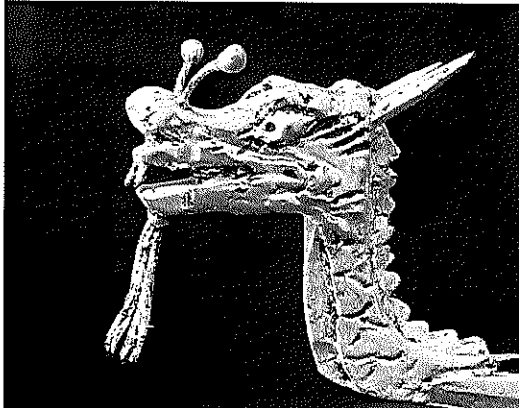
SUBJECT: NORWALK HARBOR *SPLASH!* DRAGON BOAT TROPHY DONATION AND DISPLAY

INTRODUCTION/BACKGROUND

In July 2022, the City was approached by a former South Norwalk Business Association (SNBA) member that has had ownership of the Dragon Boat Trophy that was used in the Norwalk Harbor *Splash!* event that they association hosted before its dissolution. They requested that the City accept the piece as a donation into their public art collection so that it can be displayed and enjoyed by the public and any visitors. Following the request, the Norwalk Arts Commission took up the matter of its acceptance and where it would be located. The Commission supports it's donation and would support it's display in it's case in City Hall.

The donor is prepared to execute a contract to donate the piece and provide any major details about the piece. The City's Legal Department and the donor are prepared to move forward on the donation should the piece be accepted.

PIECE IMAGE AND SPECEFICATIONS





Artist: Rand Arrowitz

Title: Norwalk Harbor *Splash!* Dragon Boat Trophy

Medium: Hand-carved gilded with gold leaf

Description:

- The sculpture is placed on a 14-inch wood base
- The sculpture itself is 26 inches long and 12 inches tall
- The sculpture is affixed to the base by a solid rod

Condition: This sculpture was created in 1995 and has been stored indoors by a former SNBA member.

LOCATION

The owner has requested that the piece be placed in the City Hall Community Room, however, the Arts Commission suggested that the piece be displayed in a more highly trafficked location like the lobby of City Hall or in a hallway on a podium and in its display case. The owner of the piece is supportive of this and will assist in curating a plaque to describe the history of the piece. The Norwalk Arts Commission is working with Facilities Management to install new display cases in City Hall as well as more hanging mechanisms to display more of our public art collection.

CONCLUSION

It is staff and the Commission's request that the piece be displayed in a publicly accessible and well trafficked indoor location. The suggested location is in the City Hall lobby or hallway near the People's Gallery.

ACTION: Authorize the Mayor, Harry W. Rilling, to execute a contract for the acceptance, donation, movement, and placement of the Norwalk Harbor *Splash!* Dragon Boat Trophy in City Hall and as part of the Norwalk Public Art Collection.

TO: MEMBERS OF RECREATION, PARKS, AND CULTURAL AFFAIRS COMMITTEE OF THE NORWALK COMMON COUNCIL; MEMBERS OF THE NORWALK COMMON COUNCIL

FROM: SABRINA GODESKI DIRECTOR OF BUSINESS DEVELOPMENT & TOURISM, STAFF TO THE NORWALK ARTS COMMISSION

DATE: NOVEMBER 8, 2022

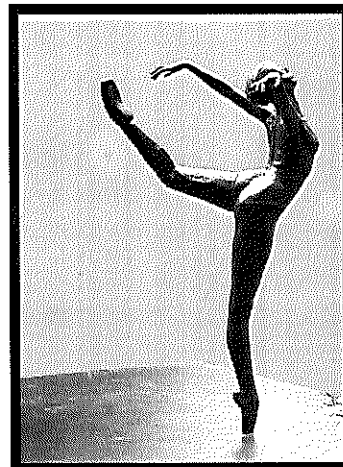
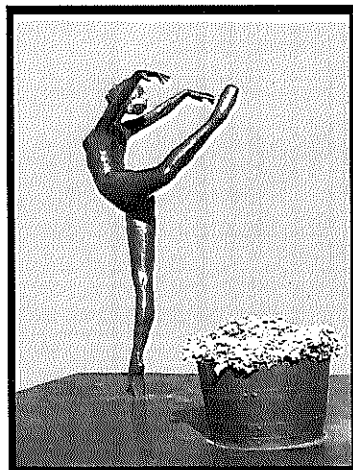
SUBJECT: ATTITUDE CROISE SCULPTURE STERETT-GITTINGS KELSEY DONATION AND DISPLAY

INTRODUCTION/BACKGROUND

In March 2020, the City was approached by a former resident that had recently moved who had an art piece that they were unable to relocate with them. They requested that the City accept the piece as a donation into their public art collection so that it can be displayed and enjoyed by the public and any visitors. Following the request, the Norwalk Arts Commission took up the matter of its acceptance and any costs that would be incurred by adding and relocating the piece. Though the commission welcomed the pieces donation, there was no available budget at the time to maintain or move the piece from its current location to the desired location and as a result was put on hold until funding was received through a budget request in FY23.

Since receiving the funds, the donor has executed a contract to donate the piece and has provided an appraisal to assess the pieces value and provide any major details about the piece and as such is ready to move forward on deciding the pieces movement and final location.

PIECE IMAGE AND SPECIFICATIONS (SEE ATTACHMENT)



Artist: KELSEY, Sterett-Gittings [b.1941]

Title: Attitude-Croisée

Note: In classical ballet, the positioning of this figure is based on a movement known as Attitude-Croisée. In this bronze, the movement is executed by Princess Odette in Tchaikovsky's "Swan Lake."

Medium: bronze

Description:

- The figure of the ballerina is 87 x 42 inches (220.98 x 106.68 cm). At 7 feet-3 inches tall, this bronze is larger than life-size and often referred to as "heroic-size."
- This figure stands atop a steel platform as its base, which is 120 x 120 inches (305 x 305 cm).
- The sculpture's base rises 9 inches above the ground because it is supported by recessed I-beam supports.
- Joining this assemblage, and positioned just behind the dancer, is a bronze flower planter, cast from a Canadian whiskey keg cut in half.
- The total weight of this assemblage is approximately 3,000 pounds.
- This work was cast in 1999 and is signed and dated by the artist and by the internationally renowned Polich-Tallix foundry in Rock Tavern, New York.

Edition: Attitude-Croisée was cast in a strictly limited edition of 6, and the present work is No. 2 in that edition. The edition allows for a single foundry proof, which would have made the total 7, but this has not been cast.

Condition: This sculpture has been placed in front of the Webster Bank in Kent, Connecticut (right). In February 2020, the artist examined her work and declared it to be in very fine condition. She states that every year she has examined and polished the sculpture. She forwarded her photographs to the appraiser. The appraiser has examined other life-size bronzes by the artist, which have also been meant to be displayed outdoors, and found them to be in equally fine condition

LOCATION

While the pieces owner was hoping the piece be located at Calf Pasture or another coastal location, Parks leadership advised against placing a piece of this medium in a location with beach conditions. This location would have caused significant additional maintenance of the piece and increased deterioration had maintenance ever lapsed. This further eliminated additional park locations in Norwalk as well.

From this, staff recommended the piece to be located at the Norwalk Art Park across from "The Vines" installation on West Avenue. However, it is within the purview of the Committee to accept or deny the piece as well as determine it's placement within the City.



CONCLUSION

It is staff and the Commission's request that the piece be displayed in a publicly accessible outdoor location that will not increase the cost and frequency of maintenance of the piece. All costs associated with the movement of the piece, as well as its ongoing maintenance, will be provided by the Norwalk Arts Commission through the Office of Business Development & Tourism.

ACTION: Authorize the Mayor, Harry W. Rilling, to execute a contract for acceptance, donation, movement, and placement of the Attitude Crossings Sculpture to the agreed upon location to add to the Norwalk Public Art Collection.

City of Norwalk Recreation and Parks Department



POLICY NAME	ACCEPTANCE OF GIFTS AND DONOR RECOGNITION		POLICY NO.	103122
EFFECTIVE DATE		DATE OF LAST REVISION	VERSION NO.	1
ADMINISTRATOR RESPONSIBLE	NORWALK RECREATION AND PARKS DIRECTOR	CONTACT INFORMATION	SUPERINTENDENT OF PARKS AND PUBLIC SPACES	

1.0 PREAMBLE

Norwalk Recreation and Parks Department gratefully accepts gifts and donations from private individuals and entities that support the programs and services the Department provides to the public; lays out the review process for deciding whether and under what circumstances to accept a gift; creates a record-keeping mechanism; and sets forth guidelines for donor/gift recognition.

2.0 PURPOSE

To establish a policy, criteria, guidelines, and procedures for the acceptance and recognition of proposed gifts and donations made to the City of Norwalk through the Recreation and Parks Department.

3.0 ORGANIZATIONS

- 3.1 Norwalk Recreation and Parks Department
- 3.2 Norwalk Arts Commission
- 3.3 Recreation, Parks, and Cultural Affairs Committee of the Norwalk Common Council
- 3.4 Norwalk Common Council

4.0 REFERENCES

- 4.1 Department Current List of Unfunded Needs List

5.0 POLICY

5.1 It is the policy of Norwalk Recreation and Parks Department to:

- 5.1.1 Encourage and facilitate public and private gifts, bequests, and such contributions that enhance, beautify, improve, supplement, support, or otherwise benefit the Recreation and Parks system
- 5.1.2 Accept only those gifts/donations that are consistent with the mission and policies of the Norwalk Recreation and Parks Department
- 5.1.3 Accept only those gifts given with the full understanding that they become the property of the Department and are subject to the laws, policies and procedures that govern Parks.
- 5.1.4 Accept gifts from private individuals, for-profit corporations, not-for-profit organizations, and public entities which:
 - 5.1.4.1 Are given with no other contingencies other than they be used for a specific program, activity or area of programming or activity.

5.1.4.2 Bear no emblem of, or reference to, firearms, tobacco, alcohol, or drugs

5.1.4.3 The Department is not obligated to replace if the gift is stolen, vandalized, worn out, irreparably damaged or destroyed.

5.1.5 Limit donations that are memorial in nature to benches with metal engravings. Having this standard prevent the proliferation of memorial objects of different shapes and sizes through Norwalk's Park System.

5.1.5.1. The park system exists to meet the recreation, health and stewardship needs of park users.

5.1.5.1.2 The Department will allow benches with metal engravings as a memorial-based donation for, or on behalf of individuals who have made a significant contribution to Parks or Public Open Space in as stated in 5.1.5.1.2.1 below:

5.1.5.1.2.1. Significant contributions mean, impactful volunteer contributions, long-term outdoor stewardship efforts in natural areas, beaches, green spaces, Forested parks areas, trails. Also, persons making large Capital Contribution to the Park System. And/or the person has had a long-dedicated Career in Recreation and Parks in the City of Norwalk

5.1.6 Recognize donors in a manner consistent with department goals.

5.1.7 Protect open space and green natural areas as the foundation of the Norwalk Park System, and to limit donor recognition objects in those areas to benches, trees, and plant materials. Benches should be placed only where placement is deemed a park or recreational necessity as determined by the following guidelines and evaluated by the Parks and Public Spaces Superintendent.

5.1.7.1 Guidelines

5.1.7.1.(1) Current Use of the Site

5.1.7.1.(2) Access to Maintenance

5.1.7.1.(3) Aesthetically fitting in with natural green surroundings

5.1.7.1 (4) Thematically is consistent with the environmental surroundings

5.1.8. Limit plaques and visible recognition objects to areas of the park system recognized as "built" environments, i.e., benches, picnic tables, buildings, play areas, ballfields, tennis courts, etc.

5.1.9. Limit gifts and recognition objects in "built" environments to items that complement those environments, e.g., murals for buildings; turf/rebar/sand/play equipment for play areas; turf/backstops/bleachers for ballfields; nets/posts for tennis courts; backboards/nets/scoreboards for basketball courts.

5.1.10. Limit the number of donor recognition projects that involve decorative tiles, pavers, and artwork that require mounting on walls, concrete, or any other surface that enhances the "gray" and detracts from the "green" characteristics of our parks.

5.1.1.1. Ensure that all plaques are approved by the Norwalk Arts Commission for consistency in design and esthetics.

5.1.1.2. Limit sculptures and statues to city own properties that are in visible public spaces, as opposed to park land/green space. The sculptures should have some relation to the history or subject of the public space or donated by someone having or representing someone who has made a substantial investment or contribution to the public space or City.

5.2. The Director of Recreation and Parks has the authority under this policy to accept gifts, and/or donations under \$10,000 in value that follow the policies, definitions and procedures set forth in this document, unless it's a physical gift that would or could make a significant impact on the park or facility, the proposed gift/donation will require Common Council approval.

5.3 The Recreation, Parks, and Cultural Affairs Committee and ultimately the full Norwalk Common Council will have the responsibility for accepting gifts valued at \$10,000 and above, or physical gifts.

6.0 DEFINITIONS

6.1 Department is Norwalk Recreation and Parks Department.

6.2 Director is the Director of Norwalk Recreation and Parks Department.

6.3 Gifts are all gifts, bequests, or donations to include but not be limited to endowments, real property, structures, or portions of structures; money or negotiable securities; materials, equipment, flora, or fauna; improvements to facilities or land; statues, monuments, sculptures, murals, and other works of art; plaques, graphics and/or signs; or recreation and cultural arts program instruction, equipment, and supplies.

6.4 Donor Recognition Object is a physical object placed in a park to acknowledge a donor gift.

6.5 Superintendent is the Superintendent of Parks and Public Spaces, working under the Director of Norwalk Recreation and Parks.

6.6 Recreation and Parks Operations (RPO) Committee is a perpetual internal staff committee that is responsible for addressing operational processes and issues. One of their responsibilities include review of and recommendation for applications concerning gifts/donations to the Recreation and Parks Department. Members of the RPO Committee consist of the Recreation Superintendent, Parks and Facility Maintenance Supervisor, Superintendent of Parks and Public Spaces and the Parks Events and Permit Coordinator.

6.7 The Norwalk Common Council's, Recreation, Parks, and Cultural Affairs Committee will have the responsibility for review and ratification of recommendations made by the Director of Recreation and Parks regarding acceptance or rejection of gifts and/or donor recognition objects offered to the city through the Department.

6.8 Gift Needs Inventory is a list of identified department operational and capital needs which would make appropriate gifts/donations.

6.9 The Commission is the Norwalk Arts Commission (NAC). the Norwalk Arts Commission shall work together with the Superintendent of Parks and Public Spaces to give a recommendation to the Recreation and Parks Director on acceptance or rejection of gifts and donor recognition objects that are artistic in nature offered to the Department. i.e., sculptures, plaques, portraits, etc.

6.10 Donor is an Individual; a private for-profit company, non-profit organization, or public agency wishing to donate funds or equipment, materials, supplies or objects to the Department.

6.11 Donor Recognition Project is a proposal and plan for placing a donor recognition object at a park or park facility.

7.0 **RESPONSIBILITY**

7.1. The Director will make the final decision on acceptance of gifts and donor recognition objects, and refer it to Recreation, Parks and Cultural Affairs Committee for approval, subject only to the limitations of his office under existing city ordinances.

7.1.1. The Director may decline proposed gifts or donor recognition objects which are limited by special restrictions, conditions, or covenants, which pose extreme budgetary obligations on the Department, or which, in the opinion of the Director, may not be in the best interest of the park system and/or the citizens of Norwalk.

7.1.2. The Director may determine the life expectancy of gifts; their appropriateness, usefulness, and continued value to the park system and to the City; and their retention, relocation, modification, improvement, return to donor, transfer, trade, sale, donation to other agency, or other disposition.

7.1.3. Donors are responsible for the total financial costs of donor recognition objects and the installation. The Department is under no obligation to replace stolen, vandalized, irreparably damaged, or destroyed recognition objects.

7.2. The Superintendent is responsible for:

7.2.1. Generating, maintaining, and updating a "Gift Needs Inventory" and reviewing it for currency yearly.

7.2.2. Reviewing all gift and donor recognition proposals, and making disposition recommendations on them for the Director, working with the Norwalk Arts Commission; reviewing all proposals for gifts and donor recognition objects that are works of art; and recommending placement and a maintenance plan.

7.2.3. Assigning staff assistance where necessary.

7.2.4. Scheduling gift and/or donor recognition proposals as agenda items for Recreation, Parks, and Cultural Affairs Committee.

7.2.5. Maintaining the Gift Proposal log and file.

7.2.6. Composing for the Director's signature receipt letters and letters of acceptance or rejection.

7.2.7. Approving installation plans related to gifts and donor recognition objects accepted by the Department.

7.2.8. Making implementation assignments where appropriate.

7.3. The Superintendent of Parks and Public Space is responsible for maintaining an inventory, by location, of all gifts and recognition objects accepted by the Department.

7.4. The Common Council sub-committee, Recreation and Parks Cultural affairs Committee is responsible for review and ratification of Donations Recommendations made to and by the Director of Recreation and parks valued at \$10,000 and above, or Physical Gifts that would or could make a significant impact on the Park or Park Facility. I

7.5. All Parks and Recreation employees are responsible for documenting any gift or donor recognition proposal received and relaying it through the reporting structure to the Director's Office.

8.0 **PROCEDURE**

8.1 The Recreation and Parks Operation (RPO) Committee places on its agenda each proposal for a gift and donor recognition object made to the Department, using the Gift Form (see Appendix A).

8.1.1. Members of the RPO includes Parks and Public Spaces Superintendent; Parks Maintenance and Facilities Supervisor; Recreation Superintendent; and Parks Events Coordinator.

8.2 Applications for consideration of a recognition object are made in writing to the Director of Recreation and Parks

8.3 Recognition objects that are accepted become the property of the Department and are subject to the laws, policies, and procedures that govern park property.

8.4. Assign each proposal a log number and enter it into the Gift Proposal Log.

8.4.1 Log numbers are composed of the last two digits of the proposal year, plus the digits representing the month and additional digits representing the chronological order in which they were received within the month. For example, the first proposal received in January 2023 would be 01-1-23.

8.5 The Superintendent prepares for the Director's signature receipt letters to potential donors.

8.6 Processing of proposals for specific gifts, excluding works of art, benches, and statues/sculptures.

8.6.1 The Director makes the acceptance decision on any gift or donor recognition proposal requiring an immediate response, such as:

- Perishable supplies
- Equipment
- Furnishings

8.6.2 RPO reviews proposals for specific gifts not requiring immediate disposition.

8.6.2.1 In cases where RPO determines there is need for additional information on the proposal, appropriate and timely steps will be taken by staff to obtain the required information.

8.6.2.2. The RPO will make a recommendation on the specific location/placement of plaques, benches, statues, or sculptures based on the current and future use of Parks and Public Spaces and Land use Guidelines.

8.6.3.1 In cases where RPO believes a gift or donor recognition proposal will have a major impact on the park system, it refers the proposal to the Art Commission for review and recommendation before making its own recommendation.

8.6.3.2 RPO makes recommendations based on these criteria:

- consistency with Parks and Recreation's mission
- consistency with Parks and Recreation design standards
- acceptable impact on the budget in terms of installation costs, utilities costs, and operation and maintenance costs.

8.7 Processing of proposals for works of art:

The Superintendent of Parks and Public Spaces is the Chair of RPO and processes all gifts of art and works with the Maintenance staff to develop a Maintenance plan for any artwork that is donated, plaques, sculptures etc.

8.8 Processing of proposals for non-specified gifts:

8.8.1 RPO is responsible for:

8.8.1.1 Advising the prospective donor on possible appropriate gifts based on the Gift Needs Inventory.

8.8.1.2 Scheduling appropriately submitted proposals for review and disposition decision according to the procedure, including the specific location of plaques, benches, statutes, or sculptures will be located, if accepted.

8.9 Post-Disposition processing of Gift Proposals

8.9.1 Accepted gift proposals:

8.9.1.1 RPO prepares a gift acceptance letter for the Director's signature.

8.9.1.2 RPO enters in the Gift Log the disposition decision and the date of the gift acceptance letter.

8.9.1.3 RPO updates the Gift Needs Inventory, if necessary.

8.9.1.4 RPO or its designee initiates necessary preparations and arrangements for receipt of the gift (including an approved installation work plan).

8.9.1.5 RPO files the gift proposal package in the Gift file by log number under the heading "Accepted."

8.9.1.6 PRO monitors all activities connected with receipt and installation of a gift.

8.9.2 Rejected Gift Proposals:

8.9.2.1 RPO prepares a rejection letter for the Director's signature.

8.9.2.2 RPO enters the disposition decision and the date of the rejection letter into the Gift Proposal Log.

8.9.2.3 RPO files the Gift Proposal package in the Gift file by log number under the heading "Rejected."

8.9.2.4 RPO maintains a cross-reference system to facilitate quick retrieval of information from the Gift proposal file.

8.9.3 RPO reviews the Gift Needs Inventory and updates it annually during the Budget Process

Appendix A

NORWALK RECREATION AND PARKS DEPARTMENT

PROPOSAL TO ACCEPT A GIFT OR

APPROVE A DONOR RECOGNITION OBJECT

Date Log Number _____

FOR RPO USE ONLY Accept Gift _____ Approve Recognition Object _____

Recommendation to? Accept/Approve? Decline Date _

A. Donor Name Office phone

Address Home phone

City State _____ ZIP _____ E-mail _____

B. GIFT DESCRIPTION:

1. FACILITY AND SITE RECOMMENDATION (Attach sketch/map if possible)

- a. Name of park or facility
- b. Proposed location in park or facility

2. ESTIMATED COST OF:

- a. Gift item..... \$
 - b. Delivery..... \$
 - c. Site preparation... \$ (comments...)
 - 1) Installation... \$
 - 2) Utilities..... \$
 - d. Annual maintenance \$
 - e. Planning \$
 - f. Design \$
 - g. Public Involvement \$
 - h. Project Management \$
 - i. Misc./Unforeseen \$
- Total \$
3. LIFE EXPECTANCY years
4. OTHER IMPACTS on Department - comments and explanation (contingencies by donor; vandalism, etc.)

5. RECOMMENDED SUPPLIER:

a. Firm

Address Phone

City State ZIP

6. Appropriateness of plaque for donor recognition? Yes____ No____

a. Required by donor as contingency? Yes____ No____

C. RECOMMENDATION ON PROPOSED GIFT:

1. Superintendent of Parks and Public Spaces signature_____

Approve____ Reject____

2. Director, Recreation and Parks signature, _____

Approve____ Reject____

LIST OF TYPICAL GIFTS

Cash Programs: Aquatics programs; holiday event/activities, scholarship fund

Office/Program Equipment: Copiers, computers, file cabinet, chairs, tables, program software

Athletic Fields/Program: Electric scoreboard; megaphones

Park Maintenance: Equipment, tools; trash cans

Commemorative Donations: Benches, plaques, trees

Other: Food, tickets, vans, trophies, gifts & prizes for program participants



CITY OF NORWALK
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VII B

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: January 4, 2023

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

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

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES WHICH ONE? Public Works

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

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

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Ferguson Electric Company, Inc. for State Project 102-360 Norwalk Traffic Signal System Upgrade – Phase IV, FAP 1102 (CN)123 for an amount not to exceed \$3,125,192.00.

Account No. FHWA CMAQ grant (100%)

- 1b. Authorize the Director of Transportation, Mobility and Parking, to Execute Orders on Contract with Ferguson Electric Company, Inc. for State Project 102-360 Norwalk Traffic Signal System Upgrade – Phase IV, FAP 1102(CN) 123 for an amount not to exceed \$312,519.20.

Account No. FHWA CMAQ grant (100%)

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

Account No. 03 00 00 2602

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

Account No. 03 00 00 2602

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Reliable Excavating Co., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$774,993.65.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

- 3b. Authorize the Chief of Operations and Public Works, to Execute Orders on Contract with Reliable Excavating Co., for Project RD2022-2 Curb and Sidewalk for Senga and Morton Area, for an amount not to exceed \$77,499.37.

Account No. 09 23 7100 5777 C0583
134010 5796 APW09

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

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

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

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

EFFECTIVE DATE OF ACTION (if applicable):

Upon adoption and compliance with Charter provisions



Signature of Person Making Request

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

Amended 4/13/84



DIRECTOR
James Travers
jtravers@norwalkct.org

PRINCIPAL ENGINEER
Michael Yeosock
myeosock@norwalkct.org

Memorandum

December 27, 2022

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

From: Michael Yeosock

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

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

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

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

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



CITY OF NORWALK
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125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
FROM: Daniel Stanton, P.E. – Senior Civil Engineer *D Stanton*
Cc: Wilber Giron, P.E. – Permit Engineer
RE: Project PM2023-2 Permanent Pavement Repairs & Surface Restoration
DATE: December 23, 2022

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

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

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

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

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

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

Attached: Project Bid Comparison

Project Number: PM2023-2

Project Name: PM2023-2 Permanent Roadway Repairs & Surface Restoration Bid Comparison

#	Item No	Item	Qty	Unit	Burns	Laydon	Eng Estimate
1	0304002	PROCESSED AGGREGATE BASE	115	CY	\$50.00	\$ 92.00	\$50.00
2	0404110A	PERMANENT ASPHALT PLUGS	6	EA	\$200.00	\$58.00	\$312.50
3	0406201A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL)	500	SY	\$188.00	\$230.00	\$262.50
4	0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL)	230	SY	\$125.00	\$150.00	\$175.00
5	0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR)	650	SY	\$115.00	\$140.00	\$162.50
6	0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL)	2300	SY	\$70.00	\$76.00	\$78.75
7	0406279A	MILL FULL LANE 0"-4" (40-200 LF)	275	SY	\$5.00	\$29.00	\$37.50
8	0406280A	MILL FULL LANE 0"-4" (>200 LF)	1000	SY	\$5.00	\$9.00	\$26.25
9	0406451A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (40-200 LF) (0.375")	50	TON	\$150.00	\$320.00	\$412.50
10	0406452A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (>200 LF) (0.375")	100	TON	\$150.00	\$300.00	\$281.25
11	0406999A	ASPHALT ADJUSTMENT COST	1	ALLOW	\$6,250.00	\$6,250.00	\$6,250.00
12	0507001A	TYPE 'C' CB	5	EA	\$2,800.00	\$4,800.00	\$3,750.00
13	0507781	RESET MANHOLE	5	EA	\$1,000.00	\$1,600.00	\$1,250.00
14	0507792A	RECONSTRUCT CATCH BASIN	5	VF	\$350.00	\$820.00	\$625.00
40	0811001A	CONCRETE CURBING	100	LF	\$92.00	\$92.00	\$62.50
15	0815001	BITUMINOUS CONCRETE LIP CURBING	350	LF	\$9.00	\$13.00	\$12.50
16	0921001A	CONCRETE SIDEWALK	500	SF	\$42.00	\$17.00	\$31.25
17	0921011A	CONCRETE DRIVEWAY RAMP	25	SF	\$50.00	\$46.00	\$37.50
18	0921014A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY	50	SF	\$25.00	\$34.00	\$37.50
19	0921021A	RELAY PRECAST CONCRETE PAVER SIDEWALK	50	SF	\$25.00	\$28.00	\$37.50
20	0921099A	FLEXI-PAVE PAVEMENT	25	SF	\$45.00	\$98.00	\$56.25
21	0922001A	BITUMINOUS CONCRETE SIDEWALK	120	SY	\$48.00	\$80.00	\$62.50
22	0922501A	BITUMINOUS CONCRETE DRIVEWAY	15	TON	\$48.00	\$120.00	\$62.50
23	0924007A	HANDICAP RAMPS (ADA COMPLIANT)	10	SF	\$28.00	\$110.00	\$37.50
24	0944003A	FURNISHING AND PLACING TOPSOIL	60	SY	\$48.00	\$39.00	\$18.75
25	0950003A	TURF ESTABLISHMENT (LAWN)	60	SY	\$50.00	\$9.90	\$1.25
39	1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	150	LF	\$5.00	\$1.50	\$6.88
26	1210102	4" YELLOW EPOXY RESIN	200	LF	\$5.00	\$1.50	\$6.88
27	1210103	4" DOUBLE YELLOW EPOXY RESIN PAVEMENT MARKINGS	300	LF	\$10.00	\$2.50	\$13.75
44	1210105	EPOXY RESIN PAVEMENT MARKINGS SYMBOLS AND LEGENDS	350	SF	\$20.00	\$5.00	\$35.00
28	1210106	12" WHITE EPOXY RESIN PAVEMENT MARKINGS	115	LF	\$20.00	\$5.00	\$30.00
29	1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	75	LF	\$12.00	\$10.00	\$60.00
30	1302060A	RESET GATE BOXES	10	EA	\$88.00	\$130.00	\$125.00
					\$488,020.00	\$581,587.00	\$655,900.00

Apparent Low Bidder: Burns Construction Company, Inc.

Second Bidder: Laydon Industries, LLC

Third Bidder: N/A



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

MEMORANDUM

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

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

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

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

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

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

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

Account No.
09237100 5777 C0583
134010 5796 APW09

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

Account No.
09237100 5777 C0583
134010 5796 APW09

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

Attached: Bid Comparison and Response Summary

#	Item No	Item	Qty	Unit	Reliable	Colonna	Olmstead	Vitti	Laydon	Star	Eng Estimate
1	202000	0202000-EARTH EXCAVATION	50	CY	\$50.00	\$40.00	\$ 50.00	\$ 60.00	\$ 63.00	\$ 60.00	\$50.00
2	202002	0202002-ROCK EXCAVATION	1	CY	\$250.00	\$300.00	\$500.00	\$ 200.00	\$ 600.00	\$ 250.00	\$200.00
3	0202451A	0202451A-TEST PIT EXCAVATION	2	CY	\$500.00	\$1,000.00	\$50.00	\$ 500.00	\$ 295.00	\$ 500.00	\$500.00
4	0202503A	0202503A-REMOVAL OF CONCRETE CURBING	10	LF	\$10.00	\$10.00	\$30.00	\$ 80.00	\$ 14.00	\$ 10.00	\$10.00
5	0202504A	0202504A-REMOVAL OF BITUMINOUS CONCRETE CURBING	10	LF	\$10.00	\$10.00	\$15.00	\$ 25.00	\$ 10.00	\$ 10.00	\$10.00
6	302906	0302906-3/4" WASHED CRUSHED STONE	26	CY	\$35.00	\$65.00	\$55.00	\$ 90.00	\$ 91.00	\$ 80.00	\$55.00
7	304002	0304002-PROCESSED AGGREGATE BASE	5	CY	\$40.00	\$65.00	\$60.00	\$ 65.00	\$ 110.00	\$ 55.00	\$54.00
8	0406202A	0406202A-ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPEC	25	SY	\$175.00	\$110.00	\$90.00	\$ 170.00	\$ 140.00	\$ 250.00	\$275.00
9	0406204A	0406204A-ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	29	SY	\$150.00	\$90.00	\$50.00	\$ 100.00	\$ 62.00	\$ 190.00	\$200.00
10	0406999A	0406999A-ASPHALT ADJUSTMENT COST	1	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00
11	506001	0506001-CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	2	CY	\$1,000.00	\$1,600.00	\$1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 1,000.00	\$500.00
12	0507042A	0507042A-RESET CATCH BASIN	15	EA	\$950.00	\$600.00	\$100.00	\$ 1,000.00	\$ 1,550.00	\$ 1,000.00	\$1,500.00
13	507781	0507781-RESET MANHOLE	3	EA	\$950.00	\$600.00	\$100.00	\$ 800.00	\$ 1,550.00	\$ 1,000.00	\$1,500.00
14	0507792A	0507792A-RECONSTRUCT CATCH BASIN	20	VF	\$275.00	\$900.00	\$400.00	\$ 900.00	\$ 585.00	\$ 700.00	\$500.00
40	507831	0507831-CONVERT CATCH BASIN TO MANHOLE	1	EA	\$1,000.00	\$2,000.00	\$3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,500.00	\$1,500.00
15	0507897A	0507897A-YARD DRAIN	1	EA	\$1,200.00	\$3,000.00	\$500.00	\$ 3,500.00	\$ 1,500.00	\$ 3,500.00	\$750.00
16	0651343A	0651343A-MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1	ALLOW	\$15,000.00	\$15,000.00	\$15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$15,000.00
17	651743	0651743-6" POLYVINYL CHLORIDE, SDR 35 STORM DRAINAGE PIPE	8	LF	\$75.00	\$60.00	\$75.00	\$ 100.00	\$ 83.00	\$ 65.00	\$50.00
18	686801	0686801-PRECAST CONCRETE INFILTRATION GALLERY (4' X 4')	4	LF	\$500.00	\$1,000.00	\$400.00	\$ 600.00	\$ 305.00	\$ 1,000.00	\$500.00
19	751712	0751712-8" UNDERDRAIN	10	LF	\$50.00	\$70.00	\$80.00	\$ 75.00	\$ 88.00	\$ 80.00	\$50.00
20	0811001A	0811001A-CONCRETE CURBING	6184	LF	\$32.00	\$36.00	\$50.00	\$ 65.00	\$ 56.50	\$ 65.00	\$45.00
21	0811008A	0811008A-CONCRETE CURBING - 6" X >20"-<32"	75	LF	\$45.00	\$80.00	\$70.00	\$ 110.00	\$ 155.00	\$ 110.00	\$75.00
22	0811009A	0811009A-CONCRETE CURBING - 6" X 32"-42"	60	LF	\$45.00	\$120.00	\$100.00	\$ 120.00	\$ 190.00	\$ 140.00	\$115.00
23	813500	0813500-RESET STONE BLOCK DRIVEWAY	120	SF	\$20.00	\$15.00	\$10.00	\$ 50.00	\$ 31.00	\$ 45.00	\$30.00
24	814001	0814001-RESET STONE CURBING	200	LF	\$24.00	\$35.00	\$5.00	\$ 60.00	\$ 73.00	\$ 45.00	\$25.00
25	815001	0815001-BITUMINOUS CONCRETE LIP CURBING	100	LF	\$8.00	\$20.00	\$15.00	\$ 10.00	\$ 11.00	\$ 15.00	\$10.00
39	913003	0913003-4' POLYVINYL CHLORIDE CHAIN LINK FENCE - BLACK	121	LF	\$40.00	\$100.00	\$55.00	\$ 80.00	\$ 85.00	\$ 90.00	\$75.00
26	0921001A	0921001A-CONCRETE SIDEWALK	25895	SF	\$12.00	\$13.00	\$14.50	\$ 15.00	\$ 16.00	\$ 18.00	\$12.00
27	0921011A	0921011A-CONCRETE DRIVEWAY RAMP	5025	SF	\$13.85	\$14.00	\$18.00	\$ 18.00	\$ 19.50	\$ 20.00	\$14.00
44	0921021A	0921021A-RELAY PRECAST CONCRETE PAVER SIDEWALK AND DRIVEWAY	10	SF	\$25.00	\$25.00	\$40.00	\$ 100.00	\$ 44.00	\$ 45.00	\$0.00
28	921045	0921045-REPLACE STONE SIDEWALK	25	SF	\$30.00	\$30.00	\$50.00	\$ 50.00	\$ 43.00	\$ 45.00	\$50.00
29	0922001A	0922001A-BITUMINOUS CONCRETE SIDEWALK	559	SY	\$20.00	\$7.00	\$12.00	\$ 75.00	\$ 65.00	\$ 65.00	\$50.00
30	0924007A	0924007A-HANDICAP RAMPS (ADA COMPLIANT)	256	SF	\$20.00	\$24.00	\$50.00	\$ 70.00	\$ 140.00	\$ 60.00	\$30.00
31	0944003A	0944003A-FURNISHING AND PLACING TOPSOIL	1151	SY	\$7.00	\$10.00	\$10.00	\$ 20.00	\$ 21.00	\$ 14.00	\$12.00
42	949000	0949000-WOOD CHIP MULCH	1	SY	\$50.00	\$30.00	\$100.00	\$ 50.00	\$ 41.00	\$ 15.00	\$0.00
32	0950003A	0950003A-TURF ESTABLISHMENT (LAWN)	1151	SY	\$2.40	\$6.00	\$1.00	\$ 7.00	\$ 5.50	\$ 5.00	\$5.00
33	0975004A	0975004A-MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	LS	\$22,500.00	\$25,000.00	\$25,427.50	\$ 30,000.00	\$ 36,500.00	\$ 25,000.00	\$28,000.00
34	0980002A	0980002A-PROJECT SURVEY AND STAKEOUT	1	LS	\$8,000.00	\$10,000.00	\$7,000.00	\$ 30,000.00	\$ 38,000.00	\$ 15,000.00	\$15,000.00
35	1000010A	1000010A-MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	ALLOW	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00
43	1111711	1111711-RECTANGULAR RAPID FLASHING BEACON (RRFB)	2	EA	\$100.00	\$1,300.00	\$500.00	\$ 800.00	\$ 610.00	\$ 1,000.00	\$750.00
36	1302060A	1302060A-RESET GATE BOXES	100	EA	\$75.00	\$50.00	\$5.00	\$ 250.00	\$ 150.00	\$ 120.00	\$100.00
41	68600015	68600015-15" RC PIPE - 0' - 10' DEEP	20	LF	\$50.00	\$100.00	\$280.00	\$ 150.00	\$ 130.00	\$ 125.00	\$75.00
37	9100020	9100020-METAL BEAM RAIL TYPE R-B 350	70	LF	\$50.00	\$100.00	\$70.00	\$ 77.00	\$ 80.00	\$ 95.00	\$95.00
38	9100230	9100230-R-B 350 TERMINAL SECTION CLASS A TYPE II	1	EA	\$800.00	\$8,000.00	\$3,500.00	\$ 2,500.00	\$ 2,050.00	\$ 2,500.00	\$2,250.00
					\$774,993.65	\$871,367.00	\$1,019,359.00	\$1,242,092.00	\$1,245,594.00	\$1,279,199.00	\$935,842.00

Apparent Low Bidder: Reliable Excavating Co., Inc.

Second Bidder: Colonna Concrete & Asphalt Paving, LLC

Third Bidder: Olmsted Contracting, LLC

Notes:

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

NORWALK PURCHASING DEPARTMENT

12/21/2022

RESPONSE SUMMARY - PROJECT #4255

RD2022-2 Curb and Sidewalk for Senga and Morton Area

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

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

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



MEMORANDUM

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

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

CC: Darin Callahan, Esq – Assistant Corporation Counsel

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

DATE: December 13, 2022

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

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

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

Account No.

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

Attachment A - Scope and Fee Proposal FY2022

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

Task 1 - Roadway Quality Assurance:

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

Task 2 - City Street Evaluations:

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

Task 3 - Infrastructure Asset Management/GIS Services:

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

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

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

- 2) Partial Network Pavement Condition Data Resurvey - VHB will update approximately 25% of the pavement surface condition ratings from the City's 266 miles using the RoadManager rating methodology by a visual walking/driving method over the next 8 months. The distress survey will be conducted on those 66+/- miles of street segments having survey dates prior to 2020 or other requisite condition as requested by the City.

2022 Resurvey Estimate – 66 miles x \$265/mile	= \$ 17,490.00
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- 3) Budgeting and Reporting - VHB will provide an executive summary report of findings including the current condition status, historic trends in pavement condition, budgeting scenario results and recommendations for the maintenance and rehabilitation of the City's pavement infrastructure.

2022 Estimate –	= \$ 6,300.00
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Task4 – Consultation and Related Expert Services:

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

Estimate UPSET LIMIT – Consultation & Related Expert Services	= \$ 28,816.00
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Summary of Fees for a one (1) year period:

2022 – 2023 Fiscal Year

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

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

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

Ref: 82423.22

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

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

Dear Drew:

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

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

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

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



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

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

Scope of Services

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

1. Data Discovery Task

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

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

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

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



2. Inventory Development and Importing

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

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

2.1 Pavement

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

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

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

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



3. Asset Management System Implementation

3.1 Configuration Meeting

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

3.2 Management System Conversion and Implementation

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

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

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



4. SAM IS® System Training

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

5. Annual Subscription and Support

5.1 SAM IS® Subscription

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

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

5.2 Software Support

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



Pricing (updated October 2022)

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

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

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

Vanasse Hangen Brustlin, Inc.



Appendix A

Roadway schema

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



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

MASTER SUBSCRIPTION AGREEMENT

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

BACKGROUND

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

AGREEMENT

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

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

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

VANASSE HANGEN BRUSTLIN, INC.

Customer: [City of Norwalk]

Name: Steven Anderson

Name: _____

Title: Senior Vice President, Applied Technology

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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

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

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. LICENSE; RESTRICTIONS; OWNERSHIP; TECHNICAL SUPPORT.

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

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

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

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

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

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

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

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

2. TERM; TERMINATION; SURVIVAL.

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

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

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

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

3. FEES; PAYMENT; RECORDS.

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

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

4. CONFIDENTIALITY.

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

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

4.2. Non-Disclosure and Non-Use of Confidential Information.

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

5. LIMITED WARRANTY; DISCLAIMERS.

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

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

6. INDEMNIFICATION.

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

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

7. LIMITATION OF LIABILITY.

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

9. PROHIBITED USES.

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

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

10. GENERAL.

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

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

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

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

EXHIBIT B

Statement of Fees and Term

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

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

Modules available to Customer: Pavement

TECHNICAL SUPPORT ADDENDUM

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

1. TERM; TERMINATION; SURVIVAL.

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

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

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

2. SUPPORT SERVICES.

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

2.2 Exceptions.

- 2.2.1 Company's responsibilities in relation to the support services described herein do not include defects caused through viruses or other outside influences, provided they were not negligently introduced by Company, or defects caused by third parties in other ways or through other circumstances outside Company's control such as defects in equipment, accessories or software not constituting part of the licensed Software or the delivered Services.
- 2.2.2 Support services shall not include any questions or issues beyond the technical aspects of the Platform and Services related to a specific project. In the event Company determines that the support request is outside of the support services covered by this Addendum, Company shall provide Customer with a scope of services and applicable fee for such services, which shall be subject to authorization by the Customer and execution of a separate agreement by both parties.
- 2.2.3 Company may offer Customer the ability to use third-party applications in connection with the Platform and Services. Any such third-party application will be subject to acceptance by Customer or its designee. The use of a third-party application with the Platform may require Customer to enter into a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application and Company's support service will not extend to any third-party applications.

3. SUPPORT REQUEST AND RESPONSE TIME.

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

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

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

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

VANASSE HANGEN BRUSTLIN, INC.

Customer: [City of Norwalk]

Name: Steven Anderson

Name: _____

Title: Senior Vice President, Applied Technology

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. GENERAL PROVISIONS.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

Signed, Sealed and Delivered
in the Presence of:

VANASSE HANGEN BRUSTLIN, INC.

Witness

Witness

By: _____
Steven Anderson
Its Senior Vice President
Duly Authorized

Date Signed: _____

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller/Assistant Comptroller

Date: _____



Engineers | Scientists | Planners | Designers

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

P 860.807.4300 F 860.372.4570 www.vhb.com

Client Authorization

☒ New Contract

Date: March 14, 2022

☐ Amendment No.

Project No. 82498.22

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

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

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

Email: dberndlmaier@norwalkct.org

☐ Lump Sum

☒ Time & Expenses

☐ Cost + Fixed Fee

☐ Labor Multiplier

Phone No: (203) 854-7879

Estimated Date of Completion: TBD

SCOPE

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

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

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



Prepared by: Alan Belniak, PE

Document Approval:

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

☒ Subject to attached terms & conditions

☐ Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



VHB HOURLY BILLING RATES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

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

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

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

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

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

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



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: DECEMBER 22, 2022

RE: LED LIGHTING RETROFIT AT NORWALK CITY HALL, NORWALK FIRE HEADQUARTERS & THE NORWALK PUBLIC WORKS CENTER

On February 17, 2022, the City's Purchasing Department solicited proposals from energy efficient lighting replacement / conversion firms to provide turnkey design and installation services associated with the replacement of existing exterior lighting fixtures at the Norwalk City Hall, interior lighting fixtures at Fire Department Headquarters, and interior and exterior at the DPW location with more energy efficient lighting.

As part of the RFP firms were asked to provide all technical and financial data necessary to demonstrate the feasibility of their proposed improvement that included, but was not limited to the following:

- Financial benefits: payback period, capital costs to the City.
- Long-term operating benefit/reduction of energy usage.
- Long term repair and maintenance costs, cost availability of replacement parts and warranty period for all major components.
- Ability of the system to respond to varying operating needs and schedule.
- Environmental benefit.
- Ability to secure energy grants/incentives.
- Cost of proposed energy measure installation (including all materials, labor and disposal fees).

The City received eight (8) proposals, one of which was non-conforming. The seven (7) conforming proposals were received from the following firms:

Environmental Systems Corporation
Titan LED Inc.
Earthlight Technologies LLC
Tri State LED

Energy Resources USA
Greenleaf Energy Solutions, LLC
Efficient Lighting Consultants, Inc.

A Review Committee was established to evaluate and to recommend a vendor for these projects. On May 10, 2022, the Common Council approved the following actions:

6. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Public Works Center for a total project amount not to exceed \$29,666.05. Acct. #0922/23 7100 5777 C0327
AUTHORIZED

7. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Fire Headquarters for a total project amount not to exceed \$11,361.11. Funds are available in account # 0918/22 7100 5777 C0327.
AUTHORIZED

Following Common Council approval and the execution of the Contract, the Energy Resources, USA (the Vendor) proceeded with an inventory of the existing fixtures in order to determine the final scope of the project. This process identified additional fixtures in the mezzanine area at Public Works Center and 21 additional emergency ballasts and additional scope/fixtures in the restrooms and utility areas at the Fire Headquarters.

ACTION REQUESTED:

a. **Authorize Office of Building Management to execute change order on contract with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Public Works Center for a total cost not to exceed \$ 3,907.41 Accounts #0922/237100 5777 C0327.**

b. **Authorize Office of Building Management to execute change order on contract with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Fire Headquarters for a total cost not to exceed \$4,658.03 Accounts #0922/237100 5777 C0327.**



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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR, FACILITIES AND MAINTENANCE

RE: **UNDERGROUND STORAGE TANK REMOVAL AND GAS BURNER REPLACEMENT**

DATE: DECEMBER 23, 2022

The Underground Oil Tanks at many district schools are reaching thirty years of service and are mandated to be removed or replaced by the Connecticut Department of Environmental Protection. As a result, the Underground Storage Tank Removal Project began in 2020 with approved funding for design on at eight district Schools (Rowayton, Roton, Nathan Hale, Silvermine, Wolfpit, Kendall, Naramake and Fox Run).

In 2021, the NPS Facilities Department, in coordination with Eversource, discovered that natural gas was available at Wolfpit, Naramake, Fox Run and Roton at no cost. As a result, the scope of these projects was changed from the removal of the old underground oil tanks and installation of New Above Ground tanks to natural gas fired burner conversions.

Following the discovery of the availability of Natural Gas, it was decided to go forward with gas fired burner conversions for the energy savings potential. The Norwalk Public Schools requested Salamone Associates, PC, the firm charged with the design of the project, to redesign the drawings to include the conversion for these locations where the oil fired burners could convert to gas fired burners. The additional costs required to re-design these locations from an above ground oil storage tank to natural gas were not included in the base contract-scope of services for design and required additional design work.

The projects were redesigned, and the City of Norwalk Purchasing Department issued these projects public bid in May 2022 and work began in June 2022.

As part of the project, environmental testing of soils around Underground Oil Tanks is required when UST's are removed and was completed for all eight sites after the excavation of the tanks. This testing is required by CT DEEP and after completion, the results are kept in their database for future reference. The costs of these services were included in the designer's base contract. During the excavation at Naramake ES school the environmental testing showed contaminated soil at the bottom of the existing tank. This required additional environmental testing which was not included in the original scope of services.

At this time the all of the projects are substantially complete. All of the underground storage tanks have been removed, above ground tanks have been installed at Rowayton

and Silvermine, where gas is not available. Wolfpit, Naramake, and Roton have been successfully converted to natural gas. The removals at Kendall and Nathan Hale have been completed as well.

ACTION REQUESTED:

Authorize the Norwalk City Common Council to increase the contingency allowance for Salamone Associates, PC., to provide additional design services and environmental testing and monitoring services for contaminated materials at for a total not to exceed \$55,000. Funds are available in Acct. #09215010 5777 C0789



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
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Norwalk City Hall
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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE: CRANBURY ELEMENTARY SCHOOL – FF&E (FURNITURE FIXTURES AND EQUIPMENT)

DATE: DECEMBER 23, 2022

At this time the Cranbury Elementary School – New Project is well underway. The building construction is progressing well. The structural steel for the building has been completed and the Construction Manager is working on getting the exterior of the building completed, and mechanical, electrical and plumbing systems installed.

As part of the project the city has previously approved the purchase of new furniture for the building. Antinozzi Associates, the project Architect, designed the furniture and technology packages by incorporating input from Cranbury Elementary School staff. The package was presented at the Facilities Committee of the Board of Education Meeting on August 24, 2022 and recommended for approval at the September 6, 2022 Board of Education Meeting where it was approved. Subsequently the package was presented to the State of Connecticut Office of School Construction Grants where it received approval to be bid.

In early December the furniture and technology packages were advertised for bids by the City Purchasing Agent. Six bids were received in response to the solicitation. The bid submissions were evaluated on an item by item basis to determine the lowest responsible bidder and created a comprehensive furniture and technology package. After review of the bids the team is recommending purchase orders to be issued to Insalco Corporation, Lakeshore Learning Materials, LLC, Robert H. Lord Co., Red Thread Spaces, LLC., Environmental Systems Corporation and W.B. Mason Co. Inc. We are recommending purchase orders be issued to Connecticut Communications, LLC in accordance with pricing based on Connecticut State Contract #18PSX0097, TOTAL Communications. in accordance with pricing based on Connecticut State Contract #18PSX0202, Environmental Systems Corporation in accordance with pricing based on Connecticut State Contract #19PSX0015 and Raptor Technologies, LLC as a sole source provider.

ACTION REQUESTED:

1.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Insalco Corporation for various furniture items for the Cranbury Elementary School - New project for a total sum of \$168,147.57. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$8,400.
2.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Lakeshore Learning Materials, LLC. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$51,389.61. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$5,000.
3.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Robert H. Lord Co. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$772. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$500.
4.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Red Thread Spaces, LLC. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$218,884. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$11,000.
5.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to W.B. Mason Co. Inc. for various furniture items for the Cranbury Elementary School - New project for a total sum of \$346,141. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$40,000.
6.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to CT Communications (State Contract #18PSX0097) for the Telephone System for the Cranbury Elementary School - New project for a total sum of \$28,694. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$2,000.

7.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Raptor Technologies, LLC. for the Visitor Management System for the Cranbury Elementary School - New project for a total sum of \$1,923.50. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$500.
8.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to TOTAL Communications (State Contract #18PSX0202) for Computer Networking Electronics for the Cranbury Elementary School - New project for a total sum of \$162,877.38. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$10,000.
9.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Environmental Systems Corporation (State Contract #19PSX0015) for Digital Displays for the Cranbury Elementary School - New project for a total sum of \$7,311.70. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to issue Change Orders on Purchase Order for a total not to exceed \$1,000.
10.
 - a. Authorize the Purchasing Agent to issue a Purchase Order to Environmental Systems Corporation for Computer Charging Stations for the Cranbury Elementary School - New project for a total sum of \$15,328. Funds are available in Acct. #0921 5010 5777 C0786.
 - b. Authorize the Purchasing Agent to Issue Change Orders on Purchase Order for a total not to exceed \$1,000.

Item	Qty	Manufacturer	Description	Vendor - WB Mason		Vendor 2- Insalco		Vendor 3- Red Thread		Vendor 4- Robert H Lord		Vendor 5- Lakeshore Learning		Environmental Systems Corp.		Vendor	Notes	Recommended		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost			Unit Cost	Total Cost-Base	Total Cost-Add
A-1	40	9105	Teacher Chair	\$940.00	\$37,600.00		\$37,600.00	\$0.00	\$0.00	\$942.65	\$37,706.00		\$0.00			0 Insalco		\$279.00	\$11,160.00	\$11,160.00
A-2A	25	8105	Chair, Task, Arms, Carpet Casters	\$365.00	\$9,125.00	\$300.00	\$7,500.00		\$0.00	\$369.20	\$9,230.00		\$0.00			0 Insalco		\$300.00	\$7,575.00	\$7,575.00
A-2B	1	9105	Chair, Task, Arms, Hard Pl Casters	\$384.00	\$384.00	\$319.00	\$319.00		\$0.00	\$385.09	\$385.09		\$0.00			0 Insalco		\$319.00	\$319.00	\$319.00
A-2D	2	9105	Chair, Task, Arms, Carpet Casters	\$430.00	\$860.00		\$0.00		\$0.00	\$434.00	\$868.00		\$0.00			0 Robert H Lord		\$386.00	\$772.18	\$772.18
A-3	418	1015	Chair, Guest, Plastic	\$215.00	\$89,870.00	\$174.00	\$72,612.00		\$0.00	\$209.93	\$86,750.00		\$0.00			0 Insalco		\$174.00	\$72,612.00	\$72,612.00
A-4A	15	9105 Seating	Chair, Guest, Fabric	\$334.00	\$5,010.00	\$304.00	\$4,560.00		\$0.00	\$330.16	\$4,952.40		\$0.00			0 Insalco		\$304.00	\$4,560.00	\$4,560.00
A-4B	6	9105 Seating	Chair, Guest, Fabric	\$334.00	\$2,004.00	\$304.00	\$1,824.00		\$0.00	\$330.16	\$1,980.96		\$0.00			0 Insalco		\$304.00	\$1,824.00	\$1,824.00
A-5A	2	Allsteel	Desk, Return Right	\$2,500.00	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$2,500.00	\$5,000.00	\$5,000.00
A-5B	5	Allsteel	Desk, Return Left	\$2,500.00	\$12,500.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$2,500.00	\$12,500.00	\$12,500.00
A-6A	1	Allsteel	Desk, Principal	\$7,000.00	\$7,000.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$7,000.00	\$7,000.00	\$7,000.00
A-6B	1	Allsteel	Desk, Principal	\$7,000.00	\$7,000.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$7,000.00	\$7,000.00	\$7,000.00
A-7	1	Allsteel	Credenza	\$4,500.00	\$4,500.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$4,500.00	\$4,500.00	\$4,500.00
A-8	1	Allsteel	Harvest Table	\$3,500.00	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$3,500.00	\$3,500.00	\$3,500.00
A-9	8	Allsteel	Vicinity	\$330.00	\$2,640.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$330.00	\$2,640.00	\$2,640.00
A-10	1	Allsteel	Lateral, 2 Dr.	\$920.00	\$920.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$920.00	\$920.00	\$920.00
A-11	2	Allsteel	File, Lateral, 4 Dr.	\$550.00	\$1,100.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$550.00	\$1,100.00	\$1,100.00
A-13	3	Allsteel	Chair, Lounge, Townhall	\$1,850.00	\$5,550.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$1,850.00	\$5,550.00	\$5,550.00
A-14	1	Allsteel	Structure Tables - Round Top with Round Pedestal Base	\$1,250.00	\$1,250.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$1,250.00	\$1,250.00	\$1,250.00
A-15	14	Allsteel	Bookcase, 3h	\$520.00	\$7,280.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$520.00	\$7,280.00	\$7,280.00
A-16	2	Allsteel	Table, Optional, Break Out	\$1,100.00	\$2,200.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$1,100.00	\$2,200.00	\$2,200.00
A-18	1	Allsteel	Conference Table, 14'	\$3,800.00	\$3,800.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$3,800.00	\$3,800.00	\$3,800.00
A-19	3	Allsteel	Round Meeting Tab	\$720.00	\$2,160.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$720.00	\$2,160.00	\$2,160.00
A-20	2	Allsteel	Cabinets, Metal Storage	\$780.00	\$1,560.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$780.00	\$1,560.00	\$1,560.00
A-21	2	Allsteel	Desk	\$1,200.00	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$1,200.00	\$2,400.00	\$2,400.00
B-1	453	Scholar Craft	Student Desk	\$190.00	\$87,570.00	\$201.00	\$92,660.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$190.00	\$87,570.00	\$87,570.00
B-2	35	Scholar Craft	Teacher Chair	\$1,100.00	\$42,900.00	\$722.00	\$28,150.00		\$0.00		\$0.00		\$0.00			0 Insalco	Submit shops prior to building.	\$722.00	\$28,150.00	\$28,150.00
B-3	6	Scholar Craft	Table, Utilitan	\$750.00	\$4,500.00	\$722.00	\$4,332.00		\$0.00		\$0.00		\$0.00			0 Insalco	Submit shops prior to building.	\$722.00	\$4,332.00	\$4,332.00
B-4	15	Scholar Craft	Student Desk	\$135.00	\$2,025.00		\$0.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$135.00	\$2,025.00	\$2,025.00
B-4A	24	Scholar Craft	Student Desk	\$190.00	\$4,560.00	\$130.00	\$3,120.00		\$0.00		\$0.00		\$0.00			0 WB Mason		\$190.00	\$4,560.00	\$4,560.00
B-5	15	Scholar Craft	Science Stool	\$100.00	\$1,500.00	\$75.00	\$1,125.00		\$0.00		\$0.00		\$0.00			0 Insalco	Submit finish sample options. Insalco didn't submit images or specific information to compare.	\$75.00	\$1,125.00	\$1,125.00
B-6A	66	Scholar Craft	Student Chair, 16h	\$85.00	\$5,610.00	\$82.00	\$5,412.00		\$0.00		\$0.00		\$0.00			0 WB Mason	Insalco didn't submit images or specific information to compare.	\$85.00	\$5,610.00	\$5,610.00
B-6A-ALT	15	Scholar Craft	Student Chair, 16h	\$90.00	\$1,350.00	\$82.00	\$1,230.00		\$0.00		\$0.00		\$0.00			0 WB Mason	Insalco didn't submit images or specific information to compare.	\$90.00	\$1,350.00	\$1,350.00
B-6B	73	Scholar Craft	Student Chair, 16h	\$85.00	\$6,205.00	\$82.00	\$5,986.00		\$0.00		\$0.00		\$0.00			0 WB Mason	Insalco didn't submit images or specific information to compare.	\$85.00	\$6,205.00	\$6,205.00
B-6B-ALT	15	Scholar Craft	Student Chair, 16h	\$90.00	\$1,350.00	\$82.00	\$1,230.00		\$0.00		\$0.00		\$0.00			0 WB Mason	Insalco didn't submit images or specific information to compare.	\$90.00	\$1,350.00	\$1,350.00
B-7	176	Scholar Craft	Student Chair, 14h	\$75.00	\$13,200.00	\$80.00	\$14,080.00		\$0.00		\$0.00		\$0.00			0 WB Mason	Insalco didn't submit images or specific information to compare.	\$75.00	\$13,200.00	\$13,200.00
B-7-ALT	40	Scholar Craft	Student Chair, 14h	\$80.00	\$3,200.00	\$80.00	\$3,200.00		\$0.00		\$0.00		\$0.00			0 WB Mason	Insalco didn't submit images or specific information to compare.	\$80.00	\$3,200.00	\$3,200.00
B-8	244	Scholar Craft	Student Chair, 18h	\$88.00	\$21,472.00	\$82.00	\$20,060.00		\$0.00		\$0.00		\$0.00			0 WB Mason	Insalco didn't submit images or specific information to compare.	\$88.00	\$21,472.00	\$21,472.00
B-8-ALT	35	Scholar Craft	Student Chair, 16h	\$95.00	\$3,325.00	\$82.00	\$2,870.00		\$0.00		\$0.00		\$0.00			0 WB Mason	Insalco didn't submit images or specific information to compare.	\$95.00	\$3,325.00	\$3,325.00
B-9	22	Lakeshore Learning	Isol	\$800.00	\$17,600.00	\$618.00	\$13,596.00		\$0.00		\$0.00		\$0.00			0 Lakeshore Learning		\$418.00	\$9,004.00	\$9,004.00
B-10A	39	NovaNivel	Bookcase	\$1,475.00	\$57,525.00		\$0.00		\$0.00	\$1,065.00	\$41,535.00		\$0.00			0 Red Thread		\$1,065.00	\$41,535.00	\$41,535.00
B-10B	47	NovaNivel	Bookcase	\$1,475.00	\$69,325.00		\$0.00		\$0.00	\$1,426.00	\$67,062.00		\$0.00			0 Red Thread		\$1,426.00	\$67,062.00	\$67,062.00
B-11A	24	NovaNivel	Student Cubby Storage	\$2,250.00	\$54,000.00		\$0.00		\$0.00	\$1,426.00	\$34,224.00		\$0.00			0 Red Thread		\$1,426.00	\$34,224.00	\$34,224.00
B-11B	19	NovaNivel	Student Cubby Storage	\$2,250.00	\$42,750.00		\$0.00		\$0.00	\$1,426.00	\$27,094.00		\$0.00			0 Red Thread		\$1,426.00	\$27,094.00	\$27,094.00
B-14	1	Lakeshore Learning	Bean Bag	\$200.00	\$200.00	\$159.86	\$159.86		\$0.00		\$0.00		\$0.00			0 Lakeshore Learning		\$159.86	\$159.86	\$159.86
B-15A	4	NovaNivel	Stools	\$450.00	\$1,800.00	\$0.00	\$0.00		\$0.00	\$225.00	\$900.00		\$0.00			0 Red Thread		\$225.00	\$900.00	\$900.00
B-15B	8	NovaNivel	Stools	\$450.00	\$3,600.00	\$0.00	\$0.00		\$0.00	\$225.00	\$1,800.00		\$0.00			0 Red Thread		\$225.00	\$1,800.00	\$1,800.00
B-18	1	NovaNivel	Table, Round	\$1,035.00	\$1,035.00	\$0.00	\$0.00		\$0.00	\$763.00	\$763.00		\$0.00			0 Red Thread		\$763.00	\$763.00	\$763.00
B-22A	1	NovaNivel	Table, Steam	\$1,900.00	\$1,900.00	\$0.00	\$0.00		\$0.00	\$1,376.00	\$1,376.00		\$0.00			0 Red Thread		\$1,376.00	\$1,376.00	\$1,376.00
B-22B	1	NovaNivel	Table, Steam, ADA	\$5,000.00	\$5,000.00	\$0.00	\$0.00		\$0.00	\$1,685.00	\$1,685.00		\$0.00			0 Red Thread		\$1,685.00	\$1,685.00	\$1,685.00
B-22C	35	NovaNivel	Screen Table Tub, M	\$14.00	\$490.00	\$0.00	\$0.00		\$0.00	\$25.00	\$875.00		\$0.00			0 Red Thread		\$25.00	\$875.00	\$875.00

Item	Qty.	Manufacturer	Description	Vendor - WB Mason	Vendor 2- Insalco	Vendor 3- Red Thread	Vendor 4- Robert H Lord	Vendor 5- Lakeshore Learning	Environmental Systems Corp.	Vendor	Notes	Recommended			
B-22-1	13	NovaNivel	Steam Table Tubz, S	\$12.00	\$156.00	\$0.00	\$15.00	\$208.00	\$0.00	0	Red Thread	\$16.00	\$208.00	\$208.00	
B-24	6	NovaNivel	Table, Serri Circle	\$1,310.00	\$7,910.00	\$0.00	\$1,172.00	\$7,032.00	\$0.00	0	Red Thread	\$1,172.00	\$7,032.00	\$7,032.00	
B-25-1	25	Lakeshore Learning	Rug	\$920.00	\$23,000.00	\$880.76	\$17,019.00	\$0.00	\$0.00	0	Lakeshore Learning	\$555.08	\$12,627.00	\$12,627.00	
B-25	4	Buzal	Screen	\$9,800.00	\$15,200.00	\$2,852.51	\$11,045.04	\$0.00	\$0.00	0	Insalco	\$2,851.51	\$11,446.04	\$11,446.04	
B-27-ALT	10	NovaNivel	Table, Pip Top	\$1,250.00	\$12,500.00	\$0.00	\$1,145.00	\$11,450.00	\$0.00	0	Red Thread	\$1,145.00	\$0.00	\$11,450.00	
B-27A-ALT	10	NovaNivel	Table, Ristrap	\$9,250.00	\$12,500.00	\$0.00	\$1,145.00	\$11,450.00	\$0.00	0	Red Thread	\$1,145.00	\$0.00	\$11,450.00	
B-28	2	Lakeshore Learning	Big Book Easel	\$620.00	\$1,240.00	\$0.00	\$0.00	\$0.00	\$0.00	0	Lakeshore Learning	\$348.68	\$697.36	\$697.36	
B-29	1	NovaNivel	Buddy Bench	\$8,000.00	\$8,000.00	\$0.00	\$8,941.00	\$8,941.00	\$0.00	0	WB Mason	\$8,000.00	\$8,000.00	\$8,000.00	
B-30	1	NovaNivel	Table, Buddy Bench	\$1,100.00	\$1,100.00	\$0.00	\$770.00	\$770.00	\$0.00	0	Red Thread	\$770.00	\$770.00	\$770.00	
C-1	80	9x6	9x6 Seating Chair	\$130.00	\$11,150.00	\$111.00	\$9,545.00	\$125.00	\$10,750.00	\$134.40	\$11,538	\$0.00	\$0.00	\$9,546.00	
C-2	14	Amigo	Cafeteria Mobile Round Table	\$1,155.00	\$16,370.00	\$772.00	\$10,806.00	\$1,225.00	\$17,350.00	\$0.00	0	WB Mason	\$1,155.00	\$16,370.00	\$16,370.00
D-1	4	Blisk	Drying Rack	\$859.00	\$9,436.00	\$694.00	\$2,776.00	\$0.00	\$0.00	0	Insalco	\$694.00	\$2,776.00	\$2,776.00	
E-1	3	Acceptable Manufacturers: Whirlpool, KitchenAid, General Electric Profile Series	23.8 cu. Ft. French Door Refrigerator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0			\$0.00	\$0.00	
E-3	1	Acceptable Manufacturers: Whirlpool, KitchenAid, General Electric Profile Series	Top Door Freezer Refrigerator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0			\$0.00	\$0.00	
E-4	2	Acceptable Manufacturers: Whirlpool, KitchenAid, General Electric Profile Series	Undercounter Refrigerator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0			\$0.00	\$0.00	
H-1	2	Clinton Industries	Recovery Couch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0			\$0.00	\$0.00	
H-2	1	Lakeside	Narcotics Cabinet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0			\$0.00	\$0.00	
H-3	1	Cardinal Deterra Scale	Scale	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0			\$0.00	\$0.00	
H-4	2	Lakeside	Locker Cabinet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0			\$0.00	\$0.00	
I-1	8	Tenneco	Industrial Shelving 30x24	\$650.00	\$5,200.00	\$317.00	\$2,536.00	\$0.00	\$0.00	0	WB Mason	\$650.00	\$5,200.00	\$5,200.00	
I-2	7	Tenneco	Welded Industrial Bookcase	\$675.00	\$4,725.00	\$274.00	\$4,018.00	\$0.00	\$0.00	0	WB Mason	\$675.00	\$4,725.00	\$4,725.00	
I-10	1	Salco	Flat Files	\$3,250.00	\$3,250.00	\$3,847.00	\$3,847.00	\$0.00	\$0.00	0	WB Mason	\$3,250.00	\$3,250.00	\$3,250.00	
K-1	1	Community Playthings	Pre-K Classroom Furniture	\$30,000.00	\$30,000.00	\$21,474.00	\$21,474.00	\$0.00	\$0.00	0	Lakeshore Learning	\$13,784.96	\$13,784.96	\$13,784.96	
K-2	1	Community Playthings	Pre-K Classroom Furniture	\$92,000.00	\$92,000.00	\$70,727.00	\$70,727.00	\$0.00	\$0.00	0	Lakeshore Learning	\$13,326.80	\$13,326.80	\$13,326.80	
K-3-1	2	Community Playthings	Pre-K Classroom Furniture	\$1,500.00	\$900.00	\$1,893.00	\$3,706.00	\$0.00	\$0.00	0	Lakeshore Learning	\$64.39	\$128.78	\$128.78	
K-4	2	Scholar Craft	Wood Blocks	\$29,000.00	\$58,000.00	\$3,350.00	\$2,780.00	\$0.00	\$0.00	0	Lakeshore Learning	\$827.08	\$1,654.16	\$1,654.16	
L-1-ALT	4	ProSeating	Armless Stool	\$235.00	\$940.00	\$192.00	\$768.00	\$0.00	\$226.56	\$806	0	Insalco	\$192.00	\$0.00	\$768.00
L-2	4	HLP Furniture	Bookcase, Curved	\$2,150.00	\$8,600.00	\$1,919.00	\$7,676.00	\$2,915.00	\$8,064.00	\$0.00	0	WB Mason	\$2,200.00	\$4,400.00	\$0.00
L-2 DEDUC	2	HLP Furniture	Bookcase, Curved	\$2,150.00	\$8,600.00	\$1,919.00	\$7,676.00	\$2,915.00	\$8,064.00	\$0.00	0	Insalco	\$2,310.00	\$13,860.00	\$13,860.00
L-3	6	Arcadia	Table, Collaborative	\$3,400.00	\$20,400.00	\$2,810.00	\$13,650.00	\$0.00	\$0.00	0	WB Mason	\$370.00	\$7,360.00	\$7,360.00	
L-4	23	Allsteel	Chair	\$370.00	\$7,360.00	\$0.00	\$0.00	\$0.00	\$0.00	0	Insalco	\$370.00	\$7,360.00	\$7,360.00	
L-5	6	ProSeating	Conference Chair	\$300.00	\$1,800.00	\$218.00	\$1,308.00	\$0.00	\$256.20	\$1,597	0	Insalco	\$218.00	\$1,308.00	\$1,308.00
L-6	8	Bernhardt Design	Chair, Lounge, Mkt	\$2,250.00	\$18,000.00	\$1,791.00	\$14,328.00	\$0.00	\$0.00	0	Insalco	\$1,791.00	\$14,328.00	\$14,328.00	
L-7	4	Bernhardt, Inc.	Lounge Chair	\$2,190.00	\$8,760.00	\$1,890.00	\$7,560.00	\$0.00	\$0.00	0	Insalco	\$1,890.00	\$7,560.00	\$7,560.00	
L-8	6	Bernhardt, Inc.	Upolstered Stool	\$1,000.00	\$6,000.00	\$759.00	\$4,554.00	\$0.00	\$0.00	0	WB Mason	\$1,000.00	\$6,000.00	\$0.00	
L-8-DEDUC	2	Bernhardt, Inc.	Upolstered Stool	\$1,000.00	\$6,000.00	\$759.00	\$4,554.00	\$0.00	\$0.00	0	Insalco	\$424.00	\$1,696.00	\$1,696.00	
L-9	4	Arcadia	Stool, Linking	\$880.00	\$3,520.00	\$424.00	\$1,696.00	\$0.00	\$0.00	0	Insalco	\$416.00	\$832.00	\$832.00	
L-10	2	Arcadia	Stool, Linking	\$820.00	\$1,640.00	\$416.00	\$832.00	\$0.00	\$0.00	0	Insalco	\$416.00	\$832.00	\$832.00	
L-11	2	Arcadia	Stool, Linking	\$815.00	\$1,630.00	\$416.00	\$832.00	\$0.00	\$0.00	0	Insalco	\$416.00	\$832.00	\$832.00	
L-12	4	Allsteel	Structure Tables - Square Top with Round Pedestal Base	\$1,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	WB Mason	\$1,000.00	\$4,000.00	\$4,000.00	
L-13	3	Arcadia	Inset Legs	\$2,450.00	\$7,350.00	\$1,702.00	\$5,106.00	\$0.00	\$0.00	0	Insalco	\$1,702.00	\$5,106.00	\$5,106.00	
L-14	5	NovaNivel	Tote/Bin Storage	\$1,525.00	\$7,625.00	\$0.00	\$1,065.00	\$5,325.00	\$0.00	0	Red Thread	\$1,065.00	\$5,325.00	\$5,325.00	
L-15	1	Arcadia	Bench	\$1,300.00	\$13,000.00	\$847.00	\$8,470.00	\$0.00	\$0.00	0	Insalco	\$847.00	\$8,470.00	\$8,470.00	
L-16-ALT	1	NovaNivel	Bookcase w/ seating	\$26,000.00	\$16,000.00	\$0.00	\$13,293.00	\$13,293.00	\$0.00	0	Red Thread	\$13,293.00	\$0.00	\$13,293.00	
M-1	38	Flagman of America	Flag, Classroom	\$2,000.00	\$7,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0	WB Mason	\$80.00	\$7,970.00	\$7,970.00	
M-2-1	1	Rubbermaid	Waste Receptacle, Step On	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0	WB Mason	\$600.00	\$600.00	\$600.00	
M-3-1	85	Rubbermaid	Washbasin	\$30.00	\$2,550.00	\$0.00	\$0.00	\$0.00	\$0.00	0	WB Mason	\$30.00	\$2,550.00	\$2,550.00	
M-4-1	59	Rubbermaid	Recycling Receptacle	\$29.00	\$1,711.00	\$0.00	\$0.00	\$0.00	\$0.00	0	WB Mason	\$29.00	\$1,711.00	\$1,711.00	
PE-2	3	Playhouse	Inspector Mat	\$0.00	\$1,173.00	\$3,529.00	\$0.00	\$0.00	\$0.00	0	Insalco	\$1,173.00	\$3,519.00	\$3,519.00	

Item	Qty.	Manufacturer	Description	Vendor - WB Mason		Vendor 3- Insalco		Vendor B- Red Thread		Vendor 4- Robert H Lord		Vendor 5- Lakeshore Learning		Environmental Systems Corp.	Vendor	Notes	Recommended		
PE-3	36	Athletic Seating	No Arms, No Printing, Include Gangway Brackets	\$0.00	\$0.00	\$159.00	\$5,724.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	Insalco		\$159.00	\$5,724.00	\$5,724.00
PE-4	1	Athletic Seating	Holds 36 chairs	\$0.00	\$0.00	\$1,080.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	Insalco		\$1,080.00	\$1,080.00	\$1,080.00
PE-6-ALT	1	Flaghouse	Platform Swing	\$0.00	\$0.00	\$925.00	\$925.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	Insalco		\$925.00	\$0.00	\$925.00
PE-7-ALT	1	Flaghouse	Calling Jelt System	\$0.00	\$0.00	\$730.00	\$730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	Insalco		\$730.00	\$0.00	\$730.00
W-1	48	National Public Seating	Music Chair	\$85.00	\$4,176.00	\$87.00	\$4,176.00	\$0.00	\$130.07	\$5,283	\$0.00	\$0.00	\$0.00	0	WB Mason		\$86.00	\$4,128.00	\$4,128.00
W-1-ALT	27	National Public Seating	Music Chair	\$94.00	\$2,538.00	\$97.00	\$2,619.00	\$0.00	\$130.07	\$2,973	\$0.00	\$0.00	\$0.00	0	Insalco		\$87.00	\$0.00	\$2,349.00
W-1A	4	National Public Seating	Music Chair Dolly	\$250.00	\$1,000.00	\$197.00	\$788.00	\$0.00	\$244.49	\$978	\$0.00	\$0.00	\$0.00	0	Insalco		\$197.00	\$788.00	\$788.00
W-1A-ALT	1	National Public Seating	Music Chair Dolly	\$260.00	\$260.00	\$197.00	\$197.00	\$0.00	\$244.49	\$244	\$0.00	\$0.00	\$0.00	0	Insalco		\$197.00	\$0.00	\$197.00
W-2	1	National Public Seating	Music Stands & Dolly	\$1,800.00	\$3,600.00	\$1,398.00	\$2,796.00	\$0.00	\$1,696.11	\$3,312	\$0.00	\$0.00	\$0.00	0	Insalco		\$1,398.00	\$2,796.00	\$2,796.00
W-2-ALT	1	National Public Seating	Music Stands & Dolly	\$1,800.00	\$1,800.00	\$1,398.00	\$1,398.00	\$0.00	\$1,696.11	\$1,696	\$0.00	\$0.00	\$0.00	0	Insalco		\$1,398.00	\$0.00	\$1,398.00
W-3	20	National Public Seating	Music Stool	\$57.00	\$1,140.00	\$43.00	\$860.00	\$0.00	\$62.27	\$1,245	\$0.00	\$0.00	\$0.00	0	Insalco		\$43.00	\$860.00	\$860.00
W-4-ALT	1	Wenger	Cello Rack	\$1,250.00	\$1,250.00	\$1,070.00	\$1,070.00	\$0.00	\$1,274.39	\$1,274	\$0.00	\$0.00	\$0.00	0	Insalco		\$1,070.00	\$0.00	\$1,070.00
W-5-ALT	1	Wenger	Violin & Viola Rack	\$1,250.00	\$1,250.00	\$660.00	\$660.00	\$0.00	\$1,256.83	\$1,257	\$0.00	\$0.00	\$0.00	0	Insalco		\$660.00	\$0.00	\$660.00
W-6-ALT	1	Tapestry Music	Tapestry 30 Ukulele Storage Cart	\$900.00	\$900.00	\$783.00	\$783.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	Insalco		\$783.00	\$0.00	\$783.00
Bid Grand total					\$281,051.00		\$361,738.04		\$209,974.00		\$772		\$51,369.61		0			\$667,066.83	\$734,564.83

School Added Alternates

4	Tenneco	Heavy Duty Storage- Gym	\$ 900.00	\$ 3,600.00											WB Mason		\$ 900.00		\$ 3,600.00
2	Tenneco	Heavy Duty Storage- Custodial	\$ 675.00	\$ 1,350.00											WB Mason		\$ 675.00		\$ 1,350.00
2	Red Thread	Rucksack Storage Unit	\$ -	\$ -	\$ 130.00	\$ 440.00	\$ 8,310.00	\$ 6,620.00							Red Thread		\$ 3,310.00		\$ 6,620.00
4	Shurtz	Shurtz	\$ -	\$ -	\$ 130.00	\$ 440.00									Insalco		\$ 110.00		\$ 440.00
3	Allegel	Essentials Lateral File	\$ 950.00	\$ 5,700.00											WB Mason		\$ 950.00		\$ 5,700.00
22	Allegel	Essentials Lateral File	\$ 950.00	\$ 11,400.00											WB Mason		\$ 950.00		\$ 11,400.00
250		Folding Chairs	\$ 110.00	\$ 27,500.00											WB Mason		\$ 110.00		\$ 27,500.00
8		Gangway Clips	\$ 3.00	\$ 1,500.00											WB Mason		\$ 3.00		\$ 1,500.00
500		Folding Chair Dolly	\$ 500.00	\$ 4,000.00											WB Mason		\$ 500.00		\$ 4,000.00
2	NuMedia	FlipTop Table	\$ -	\$ -			\$ 1,145.00	\$ 2,290.00							Red Thread		\$ 1,145.00		\$ 2,290.00
Alternate Grand total					\$5,050.00		\$ 440.00		\$ 8,310.00									\$ 64,400.00	\$ 64,400.00

Non Bid Category Estimated Prices

Non Bid Category - Estimated Prices																			
H-1	2	Clinton Industries	Recovery Couch			\$ 923.34	\$ 1,846.68												\$ 1,846.68
H-2	1	Lakeside	Narcotics Cabinet			\$ 783.24	\$ 783.24												\$ 783.24
H-3	1	Cardinal Detecto Scale	Scale			\$ 1,096.75	\$ 1,096.75												\$ 1,096.75
H-4	2	Lakeside	Locker Cabinet			\$ 1,122.43	\$ 2,244.86												\$ 2,244.86
Alternate Grand total							\$ 5,969.53												\$ 5,969.53
Complete Grand Total						\$ 346,341.00	\$ 358,147.57	\$ 228,884.00	\$ 772.00	\$ 51,369.61	0								\$ 785,334.36



December 22, 2022

Re: Cranbury Elementary School
10 Knowalot Lane
Norwalk, CT
State Project No. 103-0252 R, Phase 2 of 2
Technology Equipment

Our office has reviewed and the bid proposals and are recommending the awarded to the firms notated below:

System: TE-01 Network Electronics
Procurement: State DAS Contract #18PSX0202
Amount: \$ 162,877.38
Company: TOTAL Communications
333 Burnham Street
East Hartford, CT 06108
Contact: Josh H Rappaport, Major Account Manager
860.622-4125 direct
Email: joshrappaport@Totalcomm.com

System: TE-02 Phone System
Procurement: State DAS Contract #18PSX0097
Amount: \$ 28,694.00
Company: Connecticut Communications
48 Ozick Drive
Durham, CT 06422
Contact: John Carolan
Office 203-985-1005
Cell 203-526-5662
Email: jcarolan@ctcom.com

System: TE-03 Display Monitors
Procurement: State DAS Contract #19PSX0015
Amount: \$ 7,311.70
Company: Environmental Systems Corporation
18 Jansen Court
West Hartford, CT 06110

Contact: Bruce Politz
860-559-8135 direct
Email: b.politz@esccontrols.com

System: TE-04 Visitor Management System

Procurement: Direct from Manufacturer

Amount: \$ 1,923.50

Company: Raptor Technologies
2900 North Loop West, Suite 900
Houston, TX 77092

Contact: Luis Leon, Account Representative
Office 832-559-0945
Email: lleon@raptortech.com

System: TE-05 Charging Stations

Procurement: Public Bid

Amount: \$ 15,328

Company: Environmental Systems Corporation
18 Jansen Court
West Hartford, CT 06110

Contact: Bruce Politz
860-559-8135 direct
Email: b.politz@esccontrols.com

Our firm has reviewed the proposals that were provided for the above referenced project, and we confirm, to the best of our knowledge, that the bids received are in compliance with the bid documentation provided.

Please contact our office if you have any questions.

Best regards,



Marc J. D'Agostino
Founder & CEO

Cc: Antinozzi
DA File

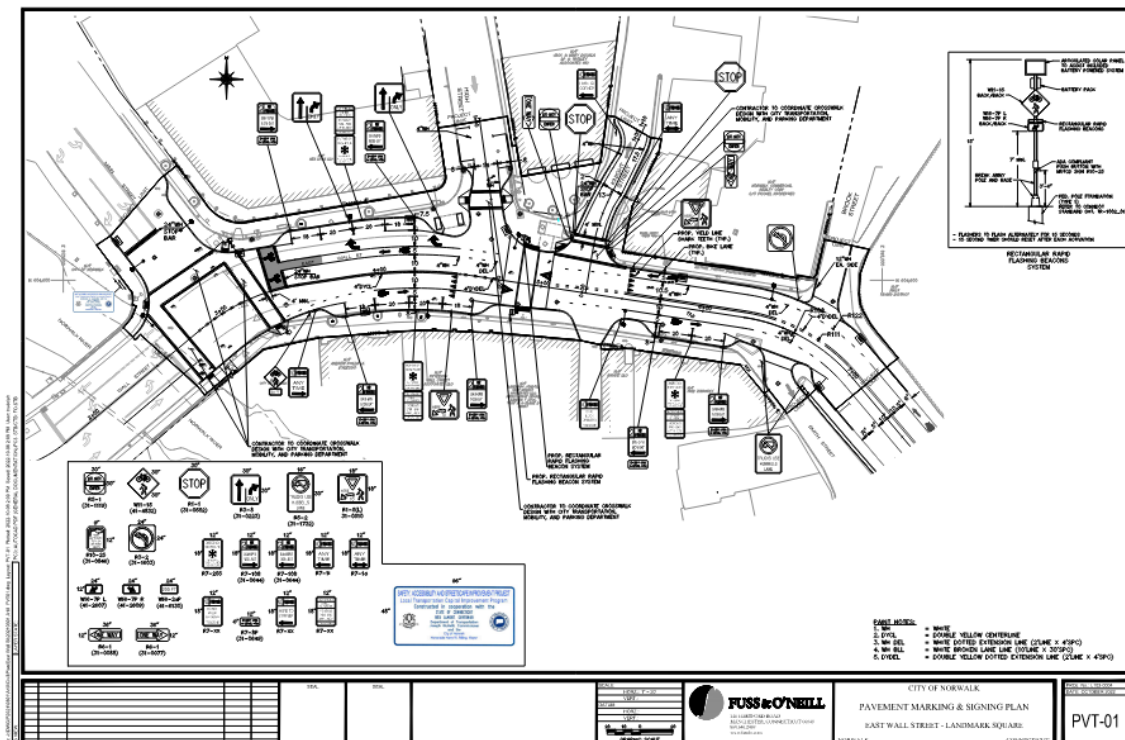
October 6, 2022

Mr. James Travers
Director of Transportation, Mobility and Parking
City of Norwalk
125 East Avenue
Norwalk, CT 06851-5125

Re: Task Amendment for Additional Transportation Engineering and Related Services
Design Services for the East Wall Street Improvements
LOT/CIP Project No. L102-0004
Norwalk, Connecticut
Fuss & O'Neill Reference No. 20210301.A10

Dear Mr. Travers:

At your request, we are pleased to provide this task amendment to perform additional requested transportation engineering design services for the proposed improvements to the East Wall Street Corridor within the limits shown below under the existing LOTCIP (L102-0004) project.



Mr. James Travers

October 6, 2022

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Scope of Services

Fuss & O'Neill is continuing to design, coordinate, and advance the East Wall Street improvements in order to implement bi-directional bicycle lanes in both the east and west directions by widening the previously designed curb-lines by five feet on both the north and south sides of the road. As the Final Plans For Review (90%) design phase advances per the February 18, 2022 agreement, additional scope of services has been requested as follows:

Traffic Operations

- Fuss & O'Neill (F&O) will obtain and review volume and count data to determine the traffic operations within the LOTCIP project.
- Intersections of East Wall and Knight Street as well as East Wall and High Street will include a capacity analysis investigating queuing and level of service.

Design Vehicle

- Conduct and verify several design vehicles such as an SU-30 box truck, city bus, and/or fire trucks to maneuver various movements throughout the project limits.

Traffic Signal Plans

- Depict traffic signal and pedestrian equipment layout at the intersection of East Wall and Main Street.
- Minor traffic signal modifications are assumed:
 - The signal plans will depict signal timing, phasing, pedestrian accommodations, vehicular detection equipment, coordination, signal head alignments, and emergency pre-emption determination
 - Provide electrical modifications to account for necessary adjustments to traffic handholes, pedestrian equipment, vehicular appurtenances, signal head relocations etc.
- Develop traffic signal special provisions if necessary
- Provide standard details for affected traffic signal equipment
- Prepare structural loading calculations for each mast arm and determine maximum load effects on the foundation.

Streetscape Elements

- As certain elements with the previously established streetscape design will be retained, some elements will be further reviewed, discussed, and coordinated with the

Mr. James Travers

October 6, 2022

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Transportation, Mobility and Parking Department to ensure there is a seamless and continuous streetscape motif between East Wall Street and Wall Street. Possible revisions or adjustments may be made to the light fixtures, benches, and/or bike racks.

- F&O will update the following documents as necessary:
 - Plans
 - Details
 - Bid Package / Technical Specifications
 - Estimate

Assumptions

The scope detailed above was developed with the following assumptions. Should any of these assumptions prove to be incorrect, additional scope and fee may result.

1. If applicable, all assumptions within the February 18, 2022 agreement apply.
2. Coordination with the Office of the State Traffic Administration (OSTA), if required, is not included.
3. Structural loading calculations and determination of maximum load effects on the foundation to validate if the existing foundations are sufficient are not included.

Fees

Fuss & O'Neill proposes a budget of **\$60,000** be established for professional services in support of this effort. Direct costs for any reproductions, mileage and mailings are included in the above costs. Fees are valid for 90 days. If authorization extends beyond this duration, Fuss & O'Neill reserves the right to renegotiate the fee.

This amendment will be completed under the terms and conditions of our original agreement titled "Technical Design Agreement for Transportation Engineering and Related Services" and dated January 25, 2022.

Unless expressly instructed by the client to the contrary, Fuss & O'Neill will consider the data provided by organizations that are engaged with respect to mapping current climate conditions and follow the recommendations of applicable municipal, state and/or federal guidelines and standards for design, including consideration of project purpose and location, and future climate conditions relevant to the design life and/or anticipated service life or duration of the project, using applicable available data relevant to the project geography.



Mr. James Travers

October 6, 2022

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Receipt of a signed copy of the Authorization to Proceed enclosed with this task amendment will serve to authorize the work outlined in the Scope of Services. Thank you for requesting consulting service from Fuss & O'Neill. We look forward to continuing our work with you on this project.

Sincerely,

John A. Guzze, PE
Project Manager

Mark G. Vertucci, PE, PTOE
Vice President

Attachments: Authorization to Proceed

Authorization to Proceed

Mark Vertucci, PE, PTOE
Fuss & O'Neill
146 Hartford Road
Manchester, CT 06040

Re: Task Amendment for Additional Transportation Engineering and Related Services
Design Services for the East Wall Street Improvements
LOT/CIP Project No. L102-0004
Norwalk, Connecticut
Fuss & O'Neill Reference No. 20210301.A10

Budget: \$60,000.00

Dear Mr. Vertucci:

I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with the General Terms and Conditions and Task Amendment dated October 6, 2022.

Printed Name

Date

Signature

Title

City of Norwalk – *please complete information below.*

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact:	Name:		
	Address:		
	Phone/Email:		
Accounts Payable Contact:	Name:		
	Address:		
	Phone/Email:		
Purchase Order Number:			

**** Indicate address, email address and website link if different than already provided.***