

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

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

TO: MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL
FROM: JOHN KYDES, CHAIRMAN
DATE: November 29, 2021
RE: MEETING NOTICE

The next scheduled meeting of the Planning Committee of the Common Council will be held on Thursday, December 2 2021 at 7:00pm. 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 www.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.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



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



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

**PLANNING COMMITTEE OF THE COMMON COUNCIL
REGULAR MEETING
DECEMBER 2, 7:00PM
AGENDA**

CALL TO ORDER

ROLL CALL

PUBLIC PARTICIPATION

I. ADMINISTRATION

- A. Approval of the Minutes of November 4, 2021 Meeting.

II. NEW BUSINESS

A. BUSINESS DEVELOPMENT & TOURISM

- 1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents regarding the partnership with KIVA and the National League of Cities for a small business and entrepreneurship loan program.

B. PLANNING & ZONING UPDATES

- 1. Update on Industrial Zones and Waterfront Study.
- 2. General update on active developments and permits.

C. TRANSPORTATION, MOBILITY AND PARKING

- 1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Vanessa Hangen Brustlin, Inc. (VHB, Inc.) for the Seaview Avenue Corridor Preliminary Engineering and Conceptual Design Services in a total amount not to exceed \$32,000.

ACCT: 0918 4021 5777 C0599; Seaview Ave. Improvements

III. OLD BUSINESS

ADJOURNMENT

**CITY OF NORWALK
PLANNING COMMITTEE
NOVEMBER 4, 2021
VIA TELECONFERENCE**

ATTENDANCE: John Kydes, Chair; Thomas Keegan; Thomas Livingston;
Lisa Shanahan; Barbara Smyth; George Tsiranides;
Darlene Young (7:15 p.m.)

STAFF: Sabrina Church, Director Business Development and Tourism;
James Travers, Director of Transportation, Mobility and Parking;
Jessica Vonashek, Chief Economic and Community Development

OTHERS: Brian Bidoli, Executive Director, Norwalk Redevelopment Agency

CALL TO ORDER

Mr. Kydes called the meeting to order at 7:03 p.m. and called the Roll as indicated above.

PUBLIC PARTICIPATION

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

ADMINISTRATION

Approval of the minutes of October 7, 2021 meeting.

**** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES AS
PRESENTED
** MOTION PASSED UNANIMOUSLY**

NEW BUSINESS

REDEVELOPMENT

CDBG Update

Mr. Bidoli reviewed the CDBG update that was included in the meeting packet. He noted that the funds need to be spent in a timely manner. He said he discussed with the City taking a more capital inventory approach and having conversations to discuss which funds should be identified for funding and craft a three to five year plan.

Mr. Bidoli explained that in the meeting packet was a table showing available funds. He focused on the following two projects.

- GIS Study Sidewalks

Mr. Bidoli said they are working in an asset management system to see the gaps and the condition of the sidewalk network. This will ultimately help develop a better spending plan. They need to have a plan to fund this study.

- Soundview/Cliff/Oak – intersection improvements

Mr. Bidoli said they identified the Soundview area as part of the public facility program.

Mr. Bidoli reported that there is money for job creation and job retention. They are working to structure a program to help women and minority owned businesses. He said this would be one piece of a global program. Mr. Bidoli added that the signs at the Federal level are pointing toward a higher level of resources.

Ms. Young joined the meeting at 7:15 p.m.

Ms. Young asked about the brownfields. Mr. Bidoli said they received a grant of \$500,000 for 30 Monroe Street. He said there is no timeframe on this and they will be issuing an RFP.

In response to Ms. Young's question, Mr. Bidole said the supportive housing was for Norwalk residents only.

TRANSPORTATION

**** MR. KEEGAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND FUSS & O'NEILL FOR DESIGN SERVICES FOR THE WALL STREET CORRIDOR IMPROVEMENTS IN A TOTAL AMOUNT NOT TO EXCEED \$350,000**

ACCT: 0922 3750 5777 C0800; WEST/BELDEN/MOTT INTERSECTION IMPROVEMENTS

Mr. Vonashek reviewed the item. She said there was money in the budget to look at the Wall Street area.

Mr. Travers explained that Mr. Heuvelman asked him to walk Wall Street.

Mr. Travers said an RFP was created and there were five respondents. He described the scope of services. He said that River Street could be a unique feature in Norwalk and it could be turned into a festival street.

Mr. Tsiranides asked Mr. Travers about back in parking on Wall Street. Mr. Travers said that in his opinion, he does not like back in parking. He said the Yankee Doodle garage is underutilized and the Parking Authority is working to make it more welcoming. There are no plans, but there are concepts.

Mr. Travers shared his screen and said this is an opportunity to transform the neighborhood and make it unique and special. He added that he would like to find multiple points of access to the Yankee Doodle garage.

Mr. Travers said he had a preliminary discussion with the Transit District regarding the Burnell Boulevard bus pulse point.

Mr. Kydes asked what the Planning Committee has done on this project. Ms. Vonashek said this project has been on the capital budget numerous times. Originally, it was linked to the transportation master plan. It was under the umbrella of a wider plan. The RFP took place in early October.

Mr. Kydes asked if any Common Council members took part in the RFP process. Mr. Travers said that no members of the Common Council were involved in the selection process, but he was in touch with Mr. Heuvelman. Mr. Kydes noted that usually members of the Committee take part in the RFP process. He asked Mr. Travers to keep the Planning Committee updated during the process.

Ms. Smyth said there have been a lot of discussions about moving the bus terminal to the train station and asked about the timing for that. Mr. Travers said the pulse point serves the community well. He added that there should also be a pulse point at the train station. It serves the end users well to have multiple pulse points.

Mr. Kydes asked about the plans for a parking lot at the corner of Wall Street and Main Street. Ms. Vonashek said those conversations have been resurrected.

Ms. Vonashek reported that Norwalk Hospital pulled demolition permits for the former YMCA building and for two houses. She said they did not submit plans, and assumes they will be moving forward with their original plans.

Ms. Young asked about Loehmann's Plaza. Ms. Vonashek said the Norwalk Redevelopment Agency is leading the effort on behalf of the City. Planning and Zoning has been in contact with their representative.

Ms. Young said it would be helpful to have regular updates on the new project. Mr. Kydes agreed and asked for updates at every other meeting.

Mr. Keegan asked about creating a rotary at the intersection of Belden Avenue and Wall Street. Mr. Travers said they looked at that, but feel there are a couple of challenges. He added that the Connecticut Department of Transportation is not keen on roundabouts.

**** MOTION PASSED UNANIMOUSLY**

Ms. Smyth asked if Lockwood Mathews Mansion Museum will continue to be able to use the parking spaces for overflow parking at the new hospital project. Mr. Livingston added that there are historical aspect to the two smaller residential buildings on that site. Ms. Vonashek said she will report back next month about the parking and the historical artifacts.

OLD BUSINESS

There was no old business discussed this evening.

ADJOURNMENT

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

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 7:43 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

kiva U.S.

Helping Small Businesses Access the First Rung of the Capital Ladder

Forbes

n p r

The Deal
The Oprah Winfrey Show

 **Investopedia**

H **THE HUFFINGTON POST**

THE WALL STREET JOURNAL
WSJ

D&C **Democrat & Chronicle**
PART OF THE USA TODAY NETWORK

TechCrunch

PND **PHILANTHROPY NEWS DIGEST**


CNBC

THE BUSINESS JOURNALS
A DIVISION OF ACBJ

CrunchBase

Kauffman + NLC | Commitments

Overview & Next Steps | September 9, 2021

Make a loan, change a life

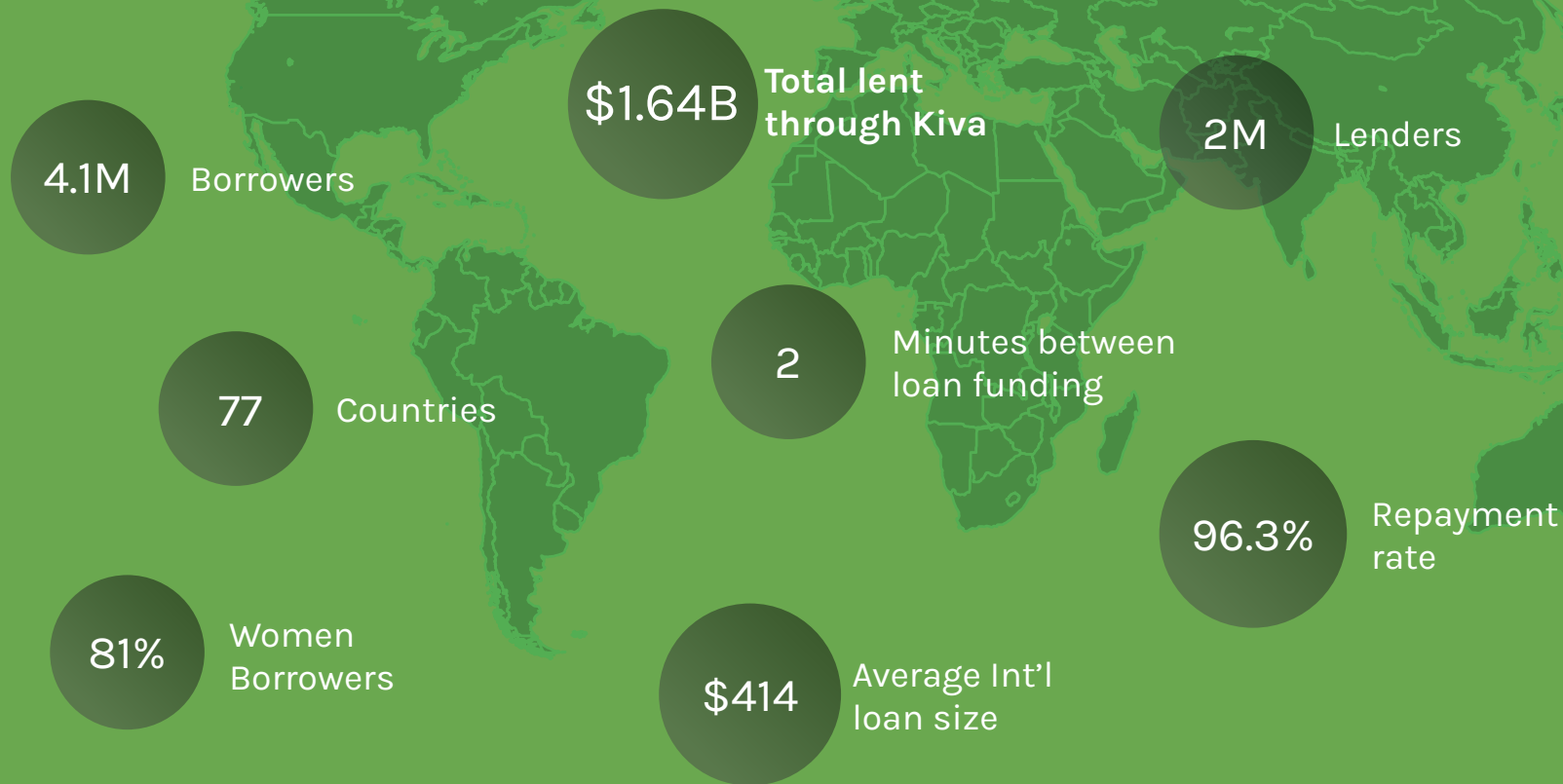
With Kiva you can lend as little as \$25 and make a big change in someone's life.

Lend

Borrow

Partner

Kiva's Global Reach since 2005



Kiva U.S. | Crowd-Lending

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And we achieved this impact with the help of our Hubs partners.

\$1,000 - \$15,000

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Fundraising Profile

Transparency, Story & Matching



29% funded

42 days left

\$4,950 to go



Total loan: \$7,000

Powered by 29 lenders

Lee

Tiki and Lei Hawaiian



Long Beach, CA, United States /
Restaurant

\$25 ▼

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Matching by LISC Los Angeles



A loan of \$7,000 helps a business overcome the challenges posed by the COVID-19 crisis.

What is a Kiva Hub

Future of Impact is Collaborative

Kiva Hubs | Overview

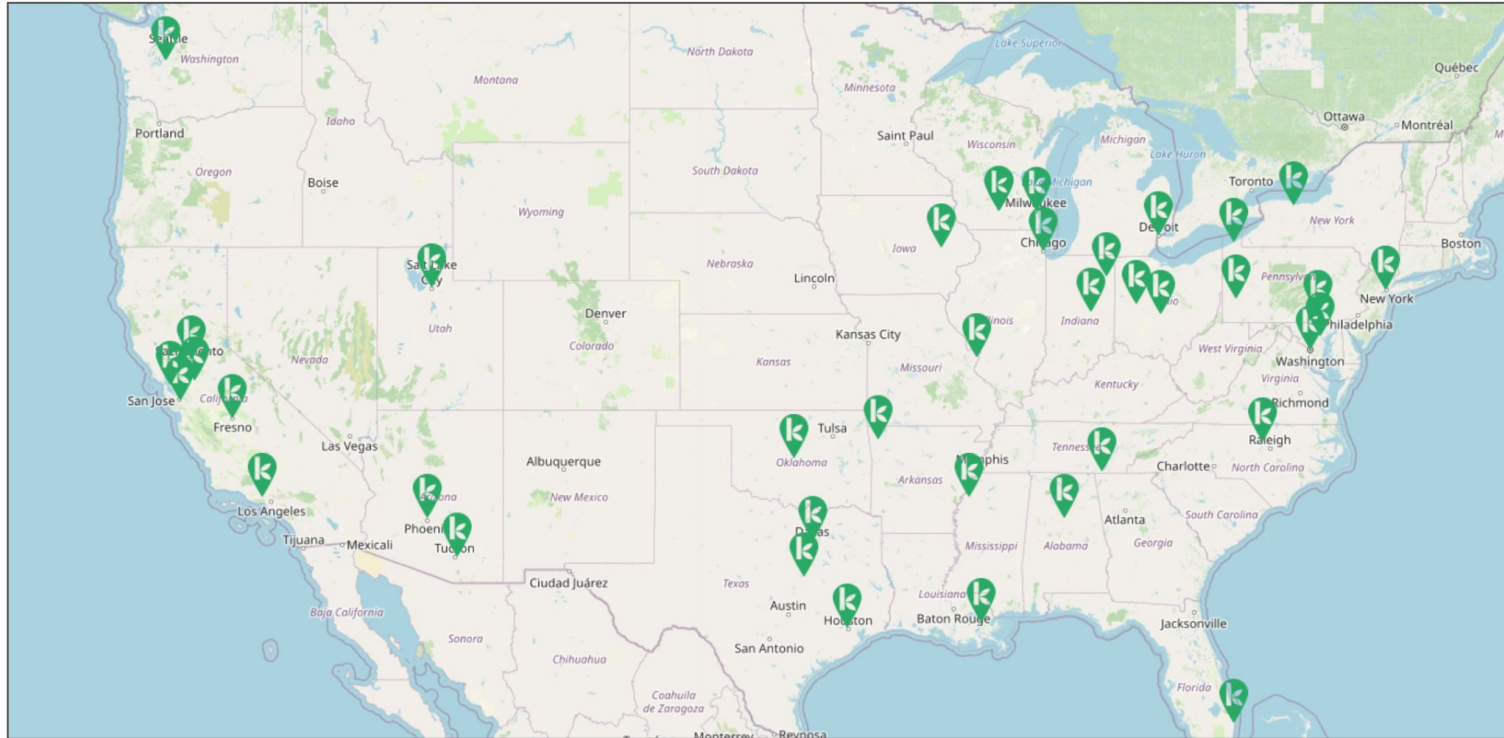
Collaboration for Financial Inclusion

Kiva US partners with **CDFIs, city/state governments, accelerators, foundations & technical assistance providers** to make capital accessible to financially excluded businesses.

We do this through a **plug-and-play micro-lending partnership**. The citizens of a city are enabled to support their community, igniting a movement of 'Empowering my Neighbor' that has tangible and long-lasting impact.



Future of Impact is Collaborative



How we do it: Kiva Hubs

A plug-and-play lending solution for financial inclusion



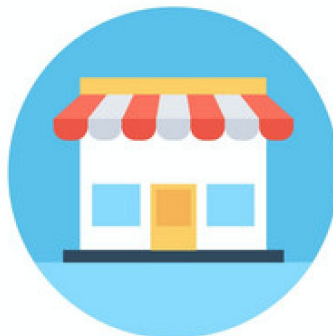
Becoming a Hub

Three Easy Steps



Identify Funder

A foundation, government, corporation or a bank to support Cam's salary and Kiva fee



Identify Hub

An organization already working with small businesses, utilizing Kiva as an access to capital tool



Hire a CAM (Capital Access Manager)

Boots on the ground.

Individual trained by Kiva to build a thriving ecosystem of local lending and support for small business in their community

Types of Hubs

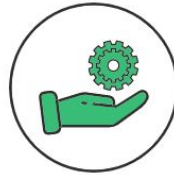
Collaboration Among Multiple Stakeholders



CDFI



City / State Gov



Technical Assistant
provider



Accelerator



Chamber of Commerce

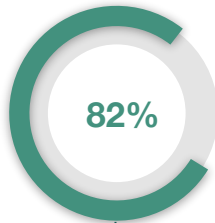
Case Study

City of Rochester | Rochester, NY

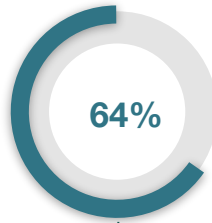
Funder	Hub	Trustee
City Government	City Government	City Government



Amount Lent



Repayment



Minorities

Democrat & Chronicle

[HOME](#)

[NEWS](#)

[SPORTS](#)

[LIFE](#)

[ARCHIVES](#)

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Rochester gives \$100,000 to Kiva crowdfunding effort

Khristopher J Brooks, @AmericanGlow

Published 7:37 a.m. ET Aug. 22, 2016 | Updated 6:10 p.m. ET Aug. 22, 2016

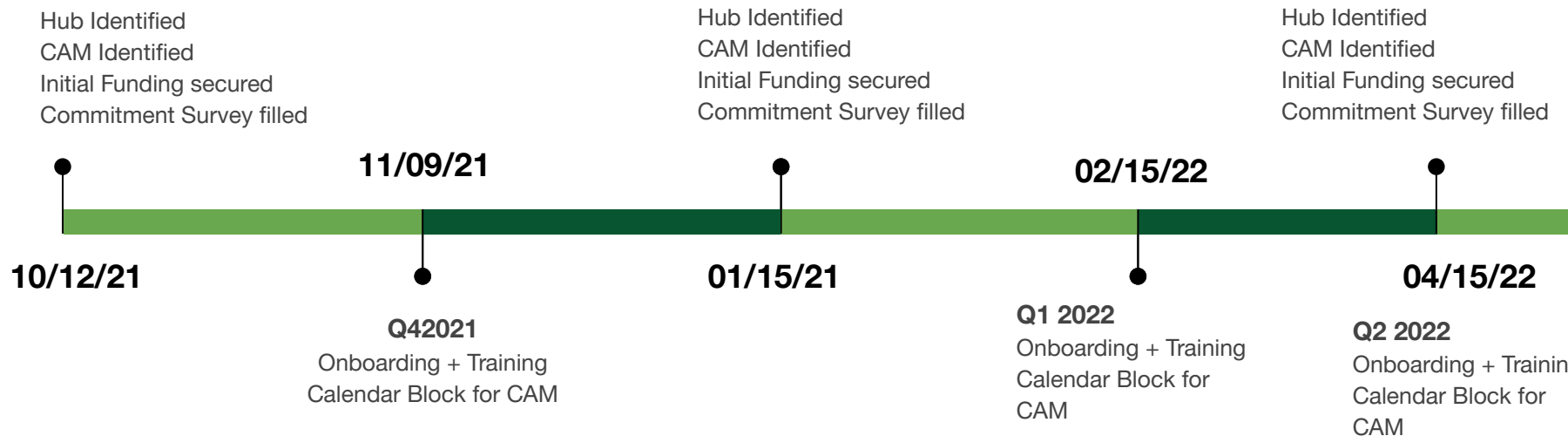
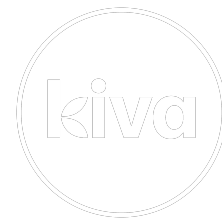
After Rochester's main employer, Kodak, officially shut its plant in 2011, the city's citizens and leadership were looking for mechanisms for local investment. Small businesses were suffering in a loan-desert landscape that did not provide access to financing.

In 2016, Rochester raised \$100,000 to start a Kiva Hub to launch a loan matching account run by the city that supports some of the city's most impoverished neighborhoods. In addition, Rochester serves as a trustee and a funder, providing matching funds and hiring a Capital Access Manager, staffed by the local AmeriCore Vista program.

Today the City uses the Kiva program as a carrot to attract marginalized entrepreneurs to engage with other technical assistance programs like pro bono legal assistance and financial counselling, with Kiva helping generate 3x in referrals.

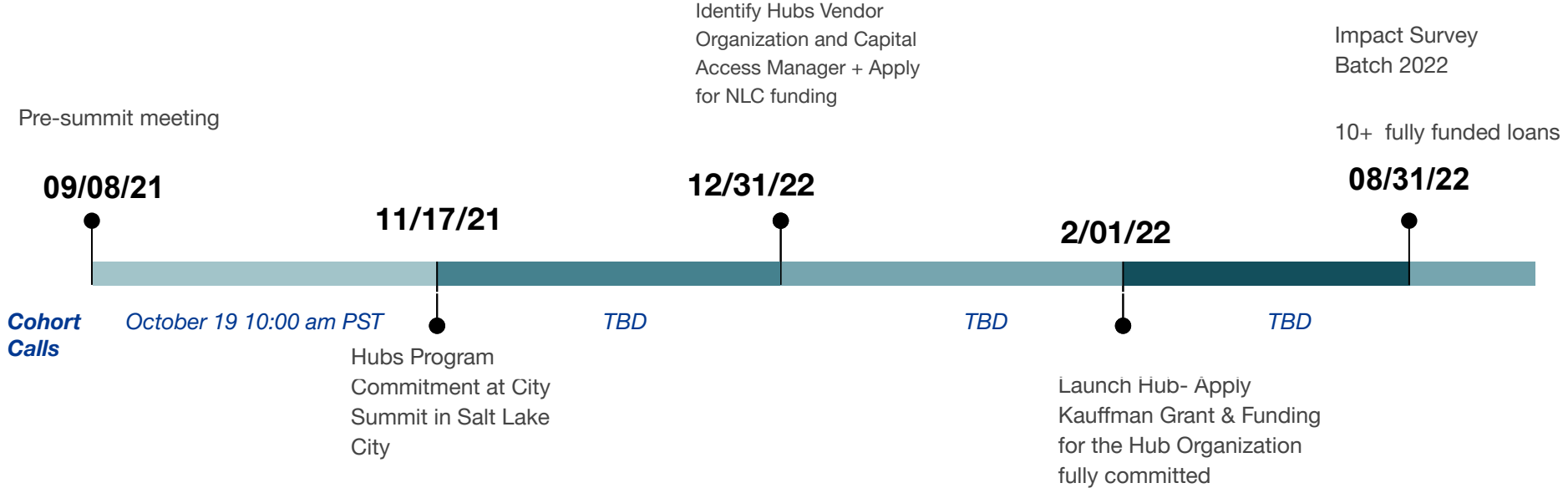
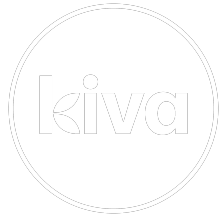
Kiva Training Timeline 2022 Cohort

4 Quarterly Trainings Each Year | **February, May, August, November**



Kauffman Grant Timeline

Timeline



Update on Active Developments and Permits

Attached is the link to the interactive development projects map, as of June 2021. [Interactive Development Projects Map \(arcgis.com\)](#)

Significant Projects:

- BLT/Glover Ave: Still working with Commission on refining the application which contains changes to the zoning map, zoning regulations and a special permit. Looking toward a public hearing on the overall application in the first quarter of 2022.
- 272-280 Main Ave: No change in status. Last indicated that Covid has made confirming a tenant difficult, no pending change.
- 40 Fullin Rd: 40-unit elderly housing project, approved earlier this year.
- 19 Willard Rd: Residential building under construction.
- Norden Pl: Nothing submitted.
- Pinnacle (467 West Ave): Pulling demo permits this year, pulling building permits early 2022.
- SoNo Collection: Several new and pending tenant permits.
- 10 Monroe St: Anticipated construction to begin in 2022.

Several new projects anticipated in 2022, located in South Norwalk, East Norwalk & CT Ave, as well as the new school construction.



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: 9/20/21

☐ Amendment No.

Project No. 85238.21

Project Name: Seaview Avenue-First Street Corridor Concept Design Services

To: Mr. Greg Pacelli,
Transportation Planner
City of Norwalk
Transportation, Mobility and Parking
125 East Avenue
Norwalk, CT 06851

Labor
Expenses
TOTAL

Cost Estimate

Amendment	Contract Total
	\$32,000.00*
	\$32,000.00* (Tasks 1-4 Only)

Email: gpacelli@norwalkct.org

☒ Lump Sum

☐ Time & Expenses

☐ Cost + Fixed Fee

☐ Labor Multiplier

Phone No: 203-854-7275

Estimated Date of Completion: Tasks 1-4: Within 3 months of authorization

Project Summary

The City desires a review of the Seaview Avenue and First Street roadway corridors to determine the feasibility of providing complete streets to enhance the multimodal mobility. This review is detailed in the City's Request for Concept Design Services. Upon completion of the review and finalization of recommendations (Tasks 1-4), the City will then engage VHB to prepare detailed design plans, specifications and estimates for construction (Tasks 5-8).

The VHB Team concurs with the stated goals for the conceptual design efforts as outlined in Section 1.2.3 of the Request except with the goal to widen Seaview Avenue. Based upon an initial review of the roadway cross section and the City desire to provide an amenity zone and westbound bike lane along the park frontage, VHB believes the project goals can be achieved within the existing pavement curb to curb width while avoiding the relocation of nearly a dozen utility poles. This will be one of the two concepts VHB will prepare under the scope of services by suggesting a minimum 12-foot-wide multi-use path between the utility poles and the wonderful existing tree line, without detrimental impact to the root systems.

In addition, VHB believes the Seaview Avenue intersection with East Avenue can possibly be converted to a single lane approach based upon recent CTDOT traffic data. A conversion of this intersection into a mini-roundabout can provide significant benefits to all users at the intersection. This will be another concept reviewed.

Finally, the intersection of Seaview Avenue at First Street should be considered as an all way stop control intersection and quite possibly, as a raised intersection to highlight the pedestrian active area and terminus of the multi-use path as it converts to on street bike sharrows to the east.



These are initial considerations that VHB's thought leading traffic professionals have brought forward in preparing for this proposal, which are surely to be developed further through the public engagement process.

The following scope of work tasks have been adopted from the City's Request, including changes to the scope of work tasks identified in italicized text.

TASK 1 - PRELIMINARY ENGINEERING AND LIMITED SURVEY

- *The VHB Team will review the project for potential environmentally sensitive areas within its boundaries early in the process to understand if potential mitigating measures may be necessary, utilizing readily available information from the City, WestCOG and CTDEEP. Field investigations are excluded.* The VHB Team will coordinate early and continuously with CTDEEP for the purpose of identifying permit and mitigation requirements and to facilitate subsequent application processes *by the City*. The VHB Team may be required to make *one presentation to CTDEEP* as early as the Preliminary Design phase to obtain feedback before and during the *design* process. The VHB Team shall coordinate with *CTDEEP and the City to ensure that permit applications, including all supporting documents, are identified.*
- The VHB Team shall be responsible for collecting the remainder of the Survey on Seaview Avenue (between Fort Point St and Betts Place) through the City's approved vendor, *Ahneman Kirby, LLC*. The A-2 survey shall depict all street lines. Property line information shall be shown along all of the aforementioned roadway segments. GIS/record mapping may be used to identify Parcels within the Study Area. The A-2 survey will include locations of edge of pavements and the location of trees, walls, and permanent street furniture within a survey corridor from the stone wall along Veteran's Park to the back of sidewalk/retaining wall on the northerly side of Seaview Avenue. The location of all overhead and underground utilities, utility pole numbers and ownership, location and elevations of manholes, hydrants, and other street furniture will be identified by the survey. The size and invert elevation of storm water drains and sanitary sewer lines and location shall also be furnished. Pavement contour plans of existing conditions at one (1.0') foot intervals shall be established for the entire survey corridor.
- As part of this task, the VHB Team will review *potential* restrictions from City land use and environmental resources, as provided by City Planning. For example, all proposed end-use features shall be 25 feet minimum from wetlands. *This information will be provided by the City staff.*

TASK 2 - LIMITED TRAFFIC OPERATIONS AND SAFETY STUDY

- The VHB Team shall coordinate with the City to compile readily available existing traffic data (turning movement counts, traffic recorder, etc.) to complete the Study. The VHB Team will perform data collection with *weekday morning, midday and afternoon peak hour turning movement counts, as well as Saturday midday peak hours at two intersections and one automatic traffic recorder count for a minimum of 48 hours including a Saturday* within the

project Study area. It is anticipated that turning movement counts will be needed at the intersection of Seaview Avenue and East Avenue and that an automatic traffic recorder will be needed for continuous counts on Seaview Avenue. Turning movement counts may also be necessary at the intersection of Seaview Avenue and Fort Point Street.

- The VHB Team will review available crash data for Seaview Avenue from the *UConn Crash Repository Database for the last three years available*. For high crash locations, reports will be requested from the City of Norwalk Police Department to *verify if there are any* high-level trends. Specifically, the review will identify all *recorded* cyclist crashes, pedestrian crashes, and crashes that have resulted in injury and fatalities and suggest alternatives for mitigation.
- The VHB Team *will* use the traffic operations data and the findings of the safety evaluation to recommend *the preferred* configuration for the intersection of Seaview Avenue at East Avenue and Seaview Avenue at First Street *and develop* the Typical cross-sections for roadways within the corridor, and recommended improvements to the study area intersections.

TASK 3 – STAKEHOLDER MEETINGS & PUBLIC INVOLVEMENT

- The VHB Team *will* meet with the City three (3) times:
 - At the beginning of the project, as part of a project kick-off meeting;
 - Prior to beginning the design to review public input and prepared concepts; and,
 - *And prior to the start of the Preliminary Design phase.*
- It is also anticipated that the VHB Team will have one (1) field meeting with business/property owners directly impacted by the proposed design during the development of concepts. *One project-wide meeting will be held.*
- The project will require public engagement. The VHB Team will conduct two (2) evening public design meetings (including the recording of meeting minutes). The first of which shall be prior to initiating preliminary design and the second prior to commencing final design.
- *VHB will be available to meet virtually with the City on a bi-weekly basis during the project efforts and a minimum once every four weeks in person.*

TASK 4 - CONCEPT DESIGNS

- Prepare two (2) different concept design plans for the project area based on input from stakeholders and the community. This work involves the production of colored concept drawings which depict plan view improvements and include the *critical* design elements that improve corridor accessibility, connectivity, traffic operations and safety and place making. This work also includes the production of a *maximum of two* renderings illustrating key segments of the corridor.

- Provide *conceptual* cost estimates for both concept designs *utilizing available cost estimating data from CTDOT and recent bids from the City of Norwalk*.

SCHEDULE

Following written authorization, VHB expects to complete Tasks 1-4 within four months.

COMPENSATION (TASKS 1-4)

VHB will complete the Scope of Services for Tasks 1-4 on a Lump Sum basis **(\$32,000)**.

For Tasks 5-8 noted below, depending on the final recommended concepts, VHB anticipates the design fees to be an additional \$45,000-\$55,000. Significant changes in the concepts envisioned under Task 1-4 will warrant a review of these range of anticipated fees.

The following Tasks will be negotiated upon completion of Tasks 1-4 with an approved concept and approval of the City.

TASK 5 – UTILITY NOTIFICATION LETTER, MEETINGS & COORDINATION

The VHB Team will coordinate with utility companies whose facilities may be affected by the *recommended* improvements. This shall include:

- Sending letters/plans to utilities after the preliminary design submission.
- Attending up to two (2) field utility meetings to familiarize companies with the proposed improvements and incorporate recommendations or adjustments necessary based on the utility owner's review; and,
- Continue to coordinate with utility owners for design adjustments, potential conflicts and project scheduling.

TASK 6 – PRELIMINARY DESIGN (30%)

This phase will advance the recommended concept plans to a design completion of approximately 30% consistent with standard practice. The VHB Team *will* work closely with various City Staff in completing the preliminary design. Close attention will be given to a complete streets design, corridor continuity and existing rights-of-way. This phase shall include the following:

- Existing Conditions Plan;
- Environmental Screening/Permit Determination;

- Preliminary Drainage Horizontal Design Plan including baseline alignment for all roadway/sidewalk segments in accordance with industry standard design resources and special attention to the City's ROW;
- Preliminary Drainage Design Plan which includes the re-location of existing catch basin structure in addition to coordination with the City Department of Public works to identify any existing drainage issues in the Study Area;
- Construction Details shall be provided to support the design. The details shall include standard and typical City of Norwalk details and CTDOT standard and typical details. Where necessary, VHB will develop pertinent details that are not provided by City and CTDOT details;
- Grading, Drainage, and Erosion & Sedimentation Control Plans including preliminary grading, drainage modifications and erosion control and sedimentation features within the limits of proposed grading (identifying any rights to grade or install erosion control as necessary);
- Pavement Markings & Signage Plan which illustrates both regulatory (MUTCD) and decorative pavement markings (if applicable) and incorporates all regulatory, warning, guide and wayfinding signage;
- Update Traffic Signal Plans – It is anticipated that the minor updates to the traffic signal plans for the intersection of Fort Point Street (State Route 136) and Seaview Avenue may be necessary to accommodate the proposed design. The traffic signal plans *will be revised* to reflect any new geometric design of the Seaview Avenue approach, shifting of traffic appurtenances, etc.
- Landscaping Plan which includes street trees and plantings; street furniture, pedestrian scale lighting, place making (specifically within Mill Pond Park and the proposed open space area at the terminus of First Street overlooking the Norwalk Harbor) and potential impact storm water design and green infrastructure;
- Cross Sections – Preliminary cross sections will be identified at 50-foot intervals and/or at critical locations which portray all key roadway and sidewalk features and their associated vertical layouts; and,
- Preliminary Design Construction Cost Estimate based on the most recently available CTDOT Highway Cost Estimation Software.

TASK 7 – GEOTECHNICAL SERVICES

Based on the proposed scope of work (amended from the City Request), it is anticipated that geotechnical services for the proposed roadway design *may be needed, depending on the final recommended concept*. Specifically, test pits and test borings for the areas undergoing complete roadway construction, such as on Seaview Avenue along Veteran's Park where the addition of an amenity area and bike lane adjacent the northerly curb of Seaview Avenue *may* result in a shift of the southerly curb further south in the direction of the Park. Geotechnical services are also anticipated on Seaview Avenue around Mill Pond Park where the cross-section of the roadway is anticipated to need widening.

TASK 8 - FINAL DESIGN, SPECIFICATIONS, BID DOCUMENTS, INCLUDING COST ESTIMATES

This phase will advance the plans to a design completion of approximately 100% consistent with standard practice. All test pits requested and performed will be received prior to advancing into final Design. The VHB Team will be responsible for responding to relevant comments generated by the Preliminary Design Submission and for advancing all of the aforementioned design documents to completion including finalizing the cost estimate. This phase includes the submission of all Final Design Documents, Cost Estimates, Bid Documents, Specifications and Permitting.

- A minimum of one original and one (1) hard copy of all plans, reports and documents shall be submitted to the City in addition to a digital/electronic copies.
- Digital/electronic plans shall be submitted in both PDF and AutoCAD formats.
- The Final Design Plan shall consist of
 - Title Sheet
 - Index Plan
 - Existing Conditions Plans
 - Construction Details
 - Alignment and Baseline Tie Plans
 - Roadway/Sidewalk Construction Plans w/Rights for Construction Designations
 - Grading, Drainage, and Erosion & Sedimentation Control Plans
 - Pavement Marking & Signage Plans
 - Traffic Signal Plans
 - Landscaping & Planting Plan and Details
 - Cross Sections
 - Maintenance and Protection of Traffic Plans

CLIENT-FURNISHED INFORMATION

It is understood that VHB will perform services under the sole direction of the City. The City shall provide VHB with project-related technical data including, but not limited to:

- Permission to access the project areas and any off-ROW access points for field assessment.
- GIS shapefile data from the City GIS database on the ROW for this segment will be provided to VHB.
- Access to all studies listed in the Request for Quote
- Traffic count data
- City crash data
- Traffic signal plans in electronic format

VHB will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement.

ASSUMPTIONS:

- Tasks 5-8 shall be negotiated with the City based upon the above noted tasks and the recommended concept.
- GIS shapefile data will be provided by the City.
- Meetings beyond those specified herein will be completed on a time and materials basis and will be subject to an amendment.
- Public notice fees and/or permit application fees are the responsibility of the City and are excluded in this scope and fee estimate.
- Any additional tasks beyond that identified in the preceding Scope of Work will be deemed out of scope and completed under an amendment to this original contract.

We look forward to working with the City of Norwalk and the Transportation, Parking and Mobility team.

We sincerely appreciate the opportunity to submit a proposal for this project. If you have any questions, feel free to contact Joe at (203) 482-0956.

This Client Authorization for Tasks 1-4 is subject to attached terms & conditions.

Prepared by: Joe Balskus

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

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

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

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

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

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

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

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