

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: AUGUST 4, 2021
RE: MEETING NOTICE

The next scheduled meeting of the Planning Committee of the Common Council will be held on Thursday, August 5, 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
August 5, 2021
7:00PM
AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC PARTICIPATION

I. ADMINISTRATION

- A. Approval of the Minutes of July 1, 2021 Meeting.

II. NEW BUSINESS

A. Business Development & Tourism

1. Authorize the Mayor, Harry W. Rilling to sign any and all documents necessary to extend the Agreement by and between the City of Norwalk, Norwalk Parking Authority, and Dorenburg Group, LLC d/b/a/ Dornenburg, Kallenbach Advertising dated December 10, 2020 for Marketing/Communication Services, Project No. 4029, for a period of 1 Year in an amount not to exceed \$100,000 payable under Norwalk Parking Authority.

B. Transportation, Parking, & Mobility

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 Rowayton Avenue Sidewalk concept and design for an amount not to exceed \$50,000.00.

Accounts: 0921 3750 5777 C0774, 0922 3750 5777 C0774; Rowayton Ave Sidewalks

2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Vanessa Hangen Brustlin, Inc. (VHB, Inc.) for the Hunt Street / Witch Lane Sidewalk feasibility for an amount not to exceed \$27,000.00.

Account No. 0921 3750 5777 C0775

3. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with Titan Enterprises, Inc. for Project TMP 2020-1 ADA

Access and Sidewalk Replacement at City Hall and the Health Department for a sum not to exceed \$30,000.00.

Account No. 09 22 4037 5777 C0777

4. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Stantec, Inc. for construction inspection services for State Project 102-350 Norwalk River Valley Trail – Phase 2 for an amount not to exceed \$20,000 (sole Source).

Account No. 09 22 4037 5777 C0777

C. Parking Authority

1. Discussion on Citywide Parking.

III. OLD BUSINESS

ADJOURNMENT

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**CITY OF NORWALK
PLANNING COMMITTEE
REGULAR MEETING
VIA TELECONFERENCE
JULY 1, 2021**

ATTENDANCE: John Kydes, Chair; Thomas Keegan; Thomas Livingston;
George Tsiranides; Darlene Young

STAFF: Sabrina Church, Director of Business Development and Tourism;
Stephen Kleppin, Director of Planning and Zoning; Jessica
Vonashek, Chief of Economic Development and Community
Development

OTHERS: Brian Bidola, Executive Director, Norwalk Redevelopment
Agency; David Heuvelman, Common Council member

CALL TO ORDER

Mr. Kydes called the meeting to order at 7:03 p.m.

ROLL CALL

Mr. Kydes called the Roll as indicated above. A Quorum was present.

PUBLIC PARTICIPATION

No members of the public wished to participate this evening.

I. ADMINISTRATION

A. Approval of the Minutes of June 3, 2021 meeting.

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

II. NEW BUSINESS

A. PLANNING AND ZONING

1. Review the draft East Norwalk TOD regulations and Design Guidelines.

Mr. Kleppin asked if the committee members had an opportunity to review the information he sent. He gave a presentation describing the East Norwalk TOD zone.

Mr. Kleppin explained that the last time he was before this Committee to discuss the East Norwalk TOD, there was a discussion about adding green amenities to the Plan. Mr. Kleppin explained that the Corporation Counsel said they could not require green amenities. Mr. Kleppin said that two thirds of amenity points have to be sustainable. He said the amenities were broken into different categories. He said that the requirement for a water amenity was removed from the Plan because that type of amenity would only be used for a portion of the year.

Mr. Kleppin said that a secondary peer review was done, and the recommendations were incorporated into the Plan. Mr. Kydes said that any new development will need to conform to the Plan.

2. New development

update: <https://norwalk.maps.arcgis.com/apps/Media/index.html?appid=8268f55526c54f808a1d355fc444687e¢er=-73.4268,41.1148&level=13>

Mr. Kleppin navigated the website and presented an update on various projects. He did not have an update on the PoKo project. He said a performing arts college may move into the Wall Street area. There is no new application for the Norden property.

Mr. Kleppin said he anticipates a building plan for the Loehmann's Plaza site by the end of the year or in early 2022. The Norwalk Hospital had plans for the old YMCA site, but he has not received an update. He noted that the Norwalk Hospital pulled several demolition permits and will follow up on that.

South Norwalk has a lot going on. A project at 10 Monroe Street for 150 units was approved and 121-123 Water Street opened last week at over 80% leased. Soundview Landing is on the third phase. The Spinnaker commercial project in East Norwalk is close to 100% leased and the residential project is over 80% leased.

Mr. Kleppin said he is seeing interest in the Route One corridor. He said he would like to see it re-developed to look more attractive. He added that he met with three grocers. He said he received a Letter of Intent from a developer to look at the site at Manresa Island.

The Staff is working on an affordable housing study.

Mr. Kydes asked for an update on Manresa Island. Mr. Kleppin said that a developer put together a website for a marketing campaign; however, they did not put out a press release. Mr. Livingston added that the developer has indicated they engaged someone who has experience remediating properties. He said that the cost of remediation will depend on what is built there.

Ms. Vonashek explained that the developer seems to have an idea of the skillset they are looking for. She said she gets a few calls from developers about the property and steers them back to the study and discusses the constraints on the site. She said that remediation is on the top of the list. Mr. Livingston said CONN DOT is planning to use a portion of the property during the WALK Bridge construction project.

Mr. Keegan asked about the location of the waterfront zone. Mr. Kleppin explained that it runs from Water Street to Wall Street.

Ms. Vonashek reported that she secured a \$3 million bond related to the Martin Luther King corridor initiatives. Locations for banners have been identified in the urban corridor. In addition, new trash and recycling bins were placed on Wall Street. Mr. Kydes asked if this Committee would be involved in the allocation of the \$3 million. Ms. Vonashek said they would. She added that several sub committees have been created to work on this initiative.

Mr. Bidoli reported that the Norwalk Redevelopment Agency has taken the lead on the South Norwalk TOD study and they are taking a deep dive on some of the concerns. He said they are focusing on developing a community advisory committee. They are also looking at other parcels in the area.

Mr. Bidoli reported that he has six ongoing projects for façade improvement in South Norwalk. Ms. Vonashek said that Mr. Bidoli is leading the installation of the chairs and tables at the 50 Washington Street park.

Ms. Vonashek said they are working with Code Enforcement to do online permits for plumbing and electrical permits.

Ms. Young thanked Ms. Vonashek, Mr. Kleppin and Mr. Bidoli for being responsive to the concerns of the residents in District B. She said it is encouraging and she appreciates all the time and effort they make to listen to the residents.

III. OLD BUSINESS

There was no old business discussed this evening.

ADJOURNMENT

**** MR. LIVINGSTON MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:01 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services



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

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

Client Authorization

☒ New Contract:

Date: July 7, 2021

☐ Amendment No.:

Project No.: 83613.21

Project Name: Sidewalk Design – Rowayton Avenue

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

E-mail: jtravers@norwalkct.org

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

Phone No: 203-854-7736

Estimated Date of Completion: TBD

Scope of Services:

Please refer to Attachment 'A'

Prepared By: **Joseph Baskus**

Department Approval:

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

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT 'A'

SCOPE OF SERVICES

Phase 1

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

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

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

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

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

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

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

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



1.0 FIELD REVIEW/EXISTING CONDITIONS

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

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

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

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

2.0 CONCEPT DESIGN FEASIBILITY

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

Phase 2

3.0 FINAL DESIGN (90%) ENGINEERING DESIGN

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

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



June 7, 2021
Page 4

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

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

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

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

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

4.0 100% DESIGN SUBMISSION

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

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

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

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

4.3 Update special provisions and notices to contractor.

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

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

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

CITY FURNISHED INFORMATION

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



June 7, 2021

Page 5

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

SERVICES NOT INCLUDED

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

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

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



June 7, 2021
Page 6

FEE SUMMARY

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

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

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

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

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

Dear Joe:

Quotes for the survey work is as follows:

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

Very truly yours,
Tom Ahneman

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



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

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

See sketch for Hunt/Witch.

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

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

Let me know when you can have this proposal ready.

Joe

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

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

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

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

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

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

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



Phone 860.807.4300
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Engineers | Scientists | Planners | Designers

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

Client Authorization

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

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

E-mail: jtravers@norwalkct.org

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

Phone No: 203-854-7736

Estimated Date of Completion: TBD

Scope of Services:

Please refer to Attachment 'A'

Prepared By: Joseph Balskus

Department Approval:

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

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT 'A'

SCOPE OF SERVICES

Phase 1

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

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

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

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

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

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

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

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

1.0 FIELD REVIEW/EXISTING CONDITIONS

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

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



June 7, 2021
Page 3

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

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

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

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

2.0 CONCEPT DESIGN FEASIBILITY

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

Phase 2 (Not in Contract)

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

3.0 FINAL DESIGN (90%) ENGINEERING DESIGN

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

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



June 7, 2021
Page 4

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

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

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

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

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

4.0 100% DESIGN SUBMISSION

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

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

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

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

4.3 Update special provisions and notices to contractor.

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

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

CITY FURNISHED INFORMATION

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

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



June 7, 2021

Page 5

SERVICES NOT INCLUDED

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

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

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



June 7, 2021
Page 6

FEE SUMMARY

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

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

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

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

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

Dear Joe:

Quotes for the survey work is as follows:

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

Very truly yours,
Tom Ahneman

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



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

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

See sketch for Hunt/Witch.

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

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

Let me know when you can have this proposal ready.

Joe

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

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

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

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

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

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

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



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

May 25, 2021

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

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

Dear Mr. Yeosock:

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

Fee Summary

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

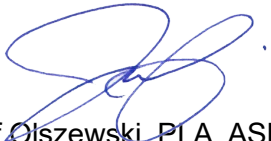
Rate Schedule

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

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

Sincerely yours'

STANTEC CONSULTING SERVICES INC.



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



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

By signing this proposal, City of Norwalk authorizes Stantec to proceed with the additional services herein described and will be bound by the previously authorized *Agreement by and Between the City of Norwalk, the Norwalk Transit District and Stantec Consulting Services, Inc.* for the provision of engineering and landscape architecture design services for the Norwalk River Valley Trail-Phase 2, Norwalk, CT dated August 28, 2015. All fees noted herein will be paid for by the City of Norwalk.

Accepted and agreed to for the City of Norwalk by:

Signature

Name (*please print*)

Title (*please print*)

Date