

**ECONOMIC AND COMMUNITY DEVELOPMENT
OF THE COMMON COUNCIL
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856**

TO: MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE
COMMON COUNCIL

FROM: JOSH GOLDSTEIN, CHAIRMAN

DATE: MARCH 6, 2024

RE: MEETING NOTICE

The Special Meeting of the Economic & Community Development Committee is scheduled for Thursday, March 7, 2024, at 6:00pm. 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.gov to provide written public comment prior to the meeting.

**ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE COMMON COUNCIL
SPECIAL MEETING
MARCH 7, 2024 @ 6:00PM
AGENDA**

**CALL TO ORDER
ROLL CALL
PUBLIC PARTICIPATION**

I. ADMINISTRATION

- A.** Approval of the Minutes of February 1, 2024 meeting.

II. NEW BUSINESS

A. TRANSPORTATION, MOBILITY, AND PARKING

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

ACCT: 0924 3750 5799 C0848

B. REDEVELOPMENT AGENCY

- 1a. Authorize the Mayor, Harry W. Rilling, to enter into any and all agreements related to the Municipal Brownfield Grant Program; and execute a first amendment to the Land Disposition and Development Agreement ("LDA") together with any and all other agreements and documents required thereunder with SoNo TOD II, LLC (the "Developer") for purposes of conveying a portion of 30 Monroe Street.
- 1b. Be it further resolved that the Mayor is authorized to execute an assistance agreement, any amendments thereto and such other documents as may be required; to take such other actions as may be necessary or required to receive the grant; and to act as the authorized representative of the City of Norwalk for all purposes in connection therewith.
2. Community Development Block Grant – review and presentation of CDBG applications.

III. OLD BUSINESS

ADJOURNMENT

**CITY OF NORWALK
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
REGULAR MEETING
FEBRUARY 1, 2024**

ATTENDANCE: Joshua Goldstein; Chair; Heather Dunn; James Frayer; Jalen Sead;
Barbara Smyth; Lisa Shanahan; Darlene Young (7:08 p.m.)

OTHERS: Jessica Vonashek, Chief of Economic and Community Development
Sabrina Godeski, Director of Business Development and Tourism
Garrett Bolella, Transportation, Mobility and Parking Assistant Director;
James Travers, Hannah Brockhaus, Michael Morehouse, FHI; Diane Cece,
Greg Pacielli, Bike/Walk Committee; Bill Ireland, Building Official;
Stephen Ivan, Redevelopment Housing Development Project Manager

CALL TO ORDER

Mr. Goldstein called the meeting to order at 7:02 p.m.

ROLL CALL

Mr. Goldstein called the roll and announced that there was a quorum present.

PUBLIC PARTICIPATION

Mr. Goldstein gave a brief overview of the rules for Public Comment.

Ms. Diane Cece of Olmstead Place greeted the Committee. She said that her comments relates to the neighborhood and asked if there would be a recap of the Transportation, Mobility and Parking project report. She asked for an update from Mr. Travers on the East Norwalk residential parking passes. This was not mentioned in the 2023 department review and has come up in the POCD report and repeatedly in other meetings. She said that she was disappointed that this was not addressed.

Ms. Cece said that it was time for the Olmstead Place “Don’t Block the Box” hash mark painting. She said there was an agreement for a post implementation audit on accident rates at that intersection. Enforcement is very difficult there but people are still interested in knowing the results of the audit. She said that the project status was either coming up or overdue as a post audit.

There was no one else from the public who wished to address the Committee at this time.

I. ADMINISTRATION

A. Approval of the Minutes of January 4, 2024 meeting.

**** MS. DUNN MOVED THE MINUTES OF THE JANUARY 4, 2024 MEETING.**

**** THE MOTION TO APPROVE THE MINUTES OF THE JANUARY 4, 2024 MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

Council President Young joined the meeting at 7:08 p.m.

II. NEW BUSINESS

Mr. Goldstein said that while there was an update from Transportation, Mobility and Parking (TMP), Mr. Stephen Ivan from the Norwalk Redevelopment Agency was present to give a very brief overview of the Community Development Block Grants (CDBG) funding and process.

Mr. Ivan said that the CDBG were scheduled for the March 7th ECD meeting. The Committee members will be receiving a brief email outlining the process, key dates and a summary of the broad categories. After that, the Redevelopment staff will work with the ECD Committee to develop recommendations for the subrecipients' funding that is annually supplied by HUD. The Redevelopment Agency is responsible for overseeing the distribution and use of those funds through the Annual Action Plan. He said that he would be happy to answer any of the Committee's questions.

Mr. Goldstein said that the Committee members would be receiving copies of the information books in the coming weeks. Mr. Ivan said that digital copies will be sent to all the Committee Members but if anyone wants a hard copy, a binder with the information will be supplied.

A. TRANSPORTATION, MOBILITY, AND PARKING

• Complete Streets discussion

Mr. Goldstein said that the Committee would be receiving the physical copies upon request. Digital copies will be sent to

Mr. Bolella, the Assistant Director for Transportation MP, greeted the Committee. He said that Mr. Michael Morehouse from FHI, the lead consultant on the project, would be presenting a proposed policy and Mr. Bolella said that they hoped to present this project to the Council for approval.

Mr. Morehouse then narrated a PowerPoint slide deck on Complete Streets. He spoke about how the City could create Complete Streets that are comfortable and safe for all ages, all abilities and all modes.

Mr. Morehouse explained that over time, the streets moved from being available to all modes of travel to primarily for cars. Sidewalk gained impediments so that people could no longer walk side by side. Curbside spaces can be used for parking, for bike lanes or for outside dining. This curbside space is often referred to as “Flex Space”.

Norwalk is being recognized as one of the best small cities to live in. Mr. Morehouse said that he had spoken to many new residents who felt Norwalk was perfect for their life style. The Planning and Engineering Departments has been making major strides in address dangerous intersections and increasing bike lanes. He also noted that the City had set some goals in the 2019 POCD.

Mr. Morehouse said that they would have to set a legal foundation for policy and implement an integration plan in terms of street design and modification. Engagement is also important by keeping the public informed.

Mr. Morehouse then displayed two maps, one that should functional street maps and a map showing the complete streets. The functional streets principally serve to funnel residents to where they have to go and are biased towards automobiles. Complete Streets give the designers more flexibility by establishing a vision to show the typology. He went on to give the details of the various steps for laying out what a road should look like and which design tools are used.

He then displayed a slide showing the key points for establishing a policy including making Complete Streets a priority, institutionalizing CS across all departments, providing clear guidance to the City Staff and external organizations, creates accountability and public feedback mechanisms among others. He also reviewed the three different means of implementing the policies, such as Executive Order, policy or ordinance along with a chart showing case studies and Best Practice, including Vision Zero goals.

The company hopes to do a temporary project at the intersection of North Main and Ann Street using paint and flexible bollard that would allow street side dining in the spring.

Ms. Shanahan said that the presentation was very good and they laid the basis for why the ordinance was needed in Norwalk. Discussion followed.

Mr. Goldstein asked for a timeline that was more firm than theoretical. Mr. Morehouse said that they would be meeting with the advisory group to make sure the integration plan is something that everyone can live with. They hope to wrap up the design phase in the next few months. They would like to have a firm set of draft materials by the summer. In the future, they may have to make updates every few years. Discussion followed.

Mr. Sead asked if the group had met with the fire department, police department and EMS about these ideas. Ms. Brockhaus said that in the initial phases, they had spoken to the various department including DPW about the various concepts. Mr. Morehouse said that the recommendations were not prescriptive and the design was still in the hands of the designers. They are giving the City a better set of tools for programing the public right of way.

Ms. Dunn said that the UPS trucks were everywhere and as someone who uses a bike for transportation, she wished to know if this had been addressed. Mr. Morehouse said that one of the things that they are trying to include is all modes of transportation. Ms. Brockhaus said that these concerns about loading and unloading zones should be included in discussions with the designers. Mr. Morehouse said that most bike accidents happen at curb cuts and intersections. There is

Mr. Goldstein said that it sounded like they were on the right time and would be checking in with them in the next few months.

Mr. Goldstein said that Mr. Ireland was on the call to discuss the role of the Building Department.

• Transportation, Mobility, and Parking project updates.

Mr. Goldstein displayed the annual report from Transportation, Mobility, and Parking. Mr. Travers said that the report reflects the work that was done last year. He said this was also a resource for the Committee about that the Transportation, Mobility, and Parking sees as their mission. Last year, they submitted a grant request for \$40 million dollars. They are trying to create an effect across all the transportation modes such as traffic signals. Norwalk is the first City in the State to adopt adaptive traffic signal technology. Previously, the lights were just on a timing switch, but now the signals will learn the ebb and flow of traffic and hopefully reduce vehicle emissions.

He spoke about how the Wall Street project morphed into a major \$27 million dollar construction project. The City has \$19 million secured and they are looking to do a ground breaking in April, along with securing another amount of grant funding to make the project primarily grant funded.

Mr. Travers said that he thought there were looking forward to a ribbon cutting on a major project in the coming weeks. He also spoke about some community grant meetings that will take place on Hospital Hill. Mr. Travers said that there had been a sidewalk project that had not materialized for many years, but now the project is moving forward. Utility poles are being moved, drainage plans are being created and the permit requests have been filed with the State. He said that often if the City has a plan, the funding source can be identified. The Highland Avenue staircase has been completed. There are weekly meetings with DPW to make sure they are working in coordination with the Department on bike lanes. The group also works closely with the CT DOT about the 150 traffic signals in the City, 90 of the signals are managed by the City and the remaining 60 are the State's, but the lights do not communicate to one another.

Mr. Bolella said that they are receiving one to two requests a day, including filling sidewalk ramps, replacement of signs, and smaller design projects. Some projects are merged into Capital

Projects and addressed over time. There is also development review underway for proposed projects.

Mr. Travers said that they were working through the final selection for the Route 1 study, which is a major transportation hub and a destination for big box stores and other retailers. Two million in funding has been secured from the Parking Authority for improvements at the Yankee Doodle Garage. New pay stations has been installed and consistent signage has been installed at the train stations.

He said that they were measuring the number of miles of sidewalks and where the crashes occur. While Norwalk's number was relatively flat, the goal is to have zero. The streets that have the highest number of cars will have the highest number of crashes, but there are streets with the lower number of vehicles, but a higher number of crashes, which is why Hospital Hill was selected for improvement.

Ms. Smyth commended Mr. Travers on his grant writing ability. This is the kind of work that will transform the City. Mr. Travers said that he had a great team and that work depends on the Council's support.

Mr. Frayer asked said that the report was phenomenal. He wished to know if they could sustain the same level of grant awards. Mr. Travers said that this administration has put forward more transportation awards than others. He said that there has been some very visible projects but they have also been busy with background planning like Seaview Avenue. Discussion followed.

Ms. Dunn asked about the residential parking pass. Mr. Travers said that the Parking Authority only can manage the metered parking spaces. He explained that they have been working on a baseline for this issue and a policy to manage it. Ms. Dunn asked what kind of roadmap would be available for the residents. The ordinance would have to be amended to allow the Parking Authority to address this. It is a complicated issue since there are residences that don't have driveways. They will have to continue to work with the Council to change the ordinance. Discussion followed about signage, sign pollution and managing curb side.

Ms. Dunn said that there were residents who live in multifamily buildings and they own multiple cars, which take up the parking. When people park too close to the corner, drivers take more risks because they are frustrated.

Council President Young asked about commercial trucks parking on residential streets. Mr. Travers said that it was complex issue because landscaping trucks are someone's livelihood. He said they need to work with the Police Department and find out what the best practices are. Council President Young said that these problems happen in densely populated areas. Mr. Sead said that this was also a problem in District A. Mr. Travers said that outside of the metered areas, the only ability to ticket rests with the Police Department. Discussion followed.

Mr. Travers said that there was an on-going need to address issues. He said that they have been working on systematically issues and they will continue to do so. Council President Young said that since Mr. Travers and his team have been listening when she contacts them about problems.

B. BUILDING AND CODE ENFORCEMENT

1. Building and Code Enforcement updates.

Mr. Ireland said that that he was the Chief Building Inspector for the City of Norwalk. He said that his department was responsible for enforcing the current and past building codes to insure that there is code compliance for all construction projects. This encompasses new construction and renovations including electrical, plumbing, heating installations and major repairs. Currently, the Department has issues 2,735 permits. The Department has generated revenue of \$2,430,000. The project revenue is \$3,300,000. He added that they expect to substantially exceed that amount.

The current projects underway include Pinnacle on West Avenue, the West Cedar Street Oak Grove Residential Project, Wegman's store on Connecticut Avenue, Monroe Street residential unit project, the Lockwood Mathews Mansion renovation project, and the Fullen Road Senior Residential Project. There are also a number of renovations at various businesses and additions to private residences along with new swimming pools. He also listed a number of recently completed projections including Newtown Avenue residences, Aiken Street and the Cranbury School renovations. Phase 1 of the Knight Street project has been completed and Phase 2 of that project is currently underway.

The Norwalk High School Plan Review has been completed and the SoNo School plan will be reviewed before they submit it to the State. A plan for a 50 unit development at 17 Isaac Street has been completed as part of the 61 Wall Street project. Demolition permits for the YMCA residential project have been filed. Target will be moving into the former Walmart location on Connecticut Avenue.

Mr. Ireland then explained that they have unsafe structures in Norwalk and he is the Chair of the Condemnation Board. The Board makes recommendations to the owners or orders potential demolitions. These decisions are supported by the Health Department, the Fire Marshal and the Zoning Department.

Mr. Ireland also responds to fire calls 24/7 when needed and this includes accidents where cars strike buildings.

Blight is also part of the departments responsibilities. The staff assesses the properties and follow State statutes to enforce the law. Currently, they have collected over \$500,000 in fine fees which is used to help remedy the properties as they go along.

Mr. Ireland is also the ADA Officer for the City and the School District. This means he reviews all new and existing buildings for compliance.

Mr. Ireland said that the future goals include streamlining the permitting process. This has been done with the trade permits and minor building permits. Implementing an online application system in the future is also being discussed. Customer Service is a priority and the staff tries to get back to everyone promptly, but that is not always possible. They try to perform inspections as quickly as possible .

Code Compliance is dictated by the State but the ordinances are also part of the Department's building code and regulation enforcement. The Fire Marshal's Office provides regular site inspections but the Building Department provides a monthly state approved education class for designers, contractors and the public at the Norwalk Inn for the last 13 years. Participants pay for their lunch, but the presentation is free. The Department also participates in the OSHA safety standards to ensure safety for the residents.

The staff promotes community engagement and talk to residents when they are in the field. Professional development and training is ongoing. Mr. Ireland presents the Mayor with an annual Financial Report and Demolition reports.

Mr. Goldstein said that he visited the Building Department and it is quite something else. There are many projects underway and Mr. Ireland and his team are providing immense value to the City. Council President Young thanked Mr. Ireland for all his hard work. Mr. Sead said that he works with propane and that the Building Department is very responsive and quicker than many of the surrounding towns and cities.

III. OLD BUSINESS

The next meeting will be the CDBG meeting which will be held virtually. That meeting will begin at 6:00 p.m. because each of the presenters have a few minutes to present.

ADJOURNMENT

**** MS. DUNN MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:06 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

City Of Norwalk
Economic And Community Development Committee
Regular Meeting
February 1, 2024



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

SCOPE OF WORK

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

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

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

Project location:

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

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

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

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

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

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

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

D. Transit Signal Priority Update

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

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

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

STATE PROJECT NO. 102-369

FEDERAL PROJECT NO. 1102(125)PE

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

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35. PAYMENT FOR CONSULTATION DURING CONSTRUCTION

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56. NOTICE BETWEEN PARTIES TO AGREEMENT
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62. CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG
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- ~~64. SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE) (DNA)~~
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ATTACHMENTS

SCHEDULE A -- WORK TO BE PERFORMED

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

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

SCHEDULE D -- PAYMENT FOR EXTRA WORK

SCHEDULE E -- MAXIMUM PAYMENT BY THE MUNICIPALITY

CERTIFICATION OF CONSULTANT AND CERTIFICATION OF CITY OF NORWALK

TITLE VI CONTRACTOR ASSURANCES

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

~~POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM~~

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

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

PROMPT PAYMENT TO SUBCONTRACTOR(S)

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

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

SEEC FORM 11

MAXIMUM FEES FOR ARCHITECTS, ENGINEERS AND CONSULTANTS

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

NOTE: DNA = Does Not Apply

AGREEMENT

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

WITNESSETH, THAT,

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

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

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

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

NOW, THEREFORE, KNOW YE THAT:

THE CONSULTING ENGINEER SHALL:

ARTICLE 1. STANDARD PRACTICES AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. COST ESTIMATES AND SUBMISSIONS

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

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

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

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

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

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

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

ARTICLE 6. CONSULTATION DURING CONSTRUCTION

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

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

ARTICLE 7. WORK PERIOD

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

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

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

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

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

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

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

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

ARTICLE 8. EXTRA WORK

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

Extra Work is defined as follows:

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

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

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

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

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

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

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

ARTICLE 9. PROGRESS REPORTS

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

ARTICLE 10. INVOICES

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

ARTICLE 11. MAINTENANCE AND AUDIT OF RECORDS

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

(a) Project Accounts

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

(b) Allowable Costs

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

(c) Audit and Inspection of Records

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

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

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

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

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

(d) Record Retention

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

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

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

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

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

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

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

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

(f) Annual Consulting Engineer Certification

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

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

ARTICLE 12. VISITS TO THE SITE

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

ARTICLE 13. CONFERENCES AND FIELD REVIEWS

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

ARTICLE 14. ENTRY UPON PRIVATE PROPERTY

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

ARTICLE 15. ENTRY SUBJECT TO SECURITY

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

ARTICLE 16. REVIEW OF WORK

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

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

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

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

ARTICLE 17. RESPONSIBILITY FOR ACCURACY OF WORK

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

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

ARTICLE 18. INFORMATION FROM OTHERS

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

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

ARTICLE 19. RELATIONSHIP WITH OTHERS

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

ARTICLE 20. INSURANCE

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

A. COMMERCIAL GENERAL LIABILITY

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

B. AUTOMOBILE LIABILITY

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

C. RAILROAD PROTECTIVE LIABILITY

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

D. VALUABLE PAPERS AND RECORDS

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

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

E. WORKERS' COMPENSATION

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

F. PROFESSIONAL LIABILITY INSURANCE

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

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

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

G. CERTIFICATE OF INSURANCE

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

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

ARTICLE 21. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

ARTICLE 22. CONDITIONS FOR SUBCONTRACT OF WORK

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

ARTICLE 23. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 24. ASSIGNMENT OR TRANSFER OF AGREEMENT

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

THE MUNICIPALITY SHALL

ARTICLE 25. PUBLICATIONS AND DATA FURNISHED BY THE MUNICIPALITY

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

ARTICLE 26. CONFERENCES AND FIELD INSPECTIONS

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

ARTICLE 27. TITLE SEARCH AND PROPERTY MAPS

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

ARTICLE 28. ADVERTISING AND AWARDED CONSTRUCTION CONTRACTS

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

ARTICLE 29. SHOP AND CONSTRUCTION DRAWINGS

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

ARTICLE 30. DETERMINATION OF EXTRA WORK

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

ARTICLE 31. PROGRESS PAYMENTS

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

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

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

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

ARTICLE 32. FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 33. — PAYMENT FOR SOILS WORK

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

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

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

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

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

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

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

ARTICLE 35. PAYMENT FOR CONSULTATION DURING CONSTRUCTION

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

THE MUNICIPALITY AND THE CONSULTING ENGINEER FURTHER MUTUALLY AGREE:

ARTICLE 36. DEVELOPMENT OF PLANS FROM SURVEY DATA

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

ARTICLE 37. REDUCTION OR EXTENSION OF WORK

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

ARTICLE 38. REDUCTION IN SCOPE OF WORK

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

ARTICLE 39. PRIORITY SEQUENCE

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

ARTICLE 40. CONSTRUCTION CONTRACTS

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

ARTICLE 41. OWNERSHIP OF DOCUMENTS AND RIGHTS IN DATA

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

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

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

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

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

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

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

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

ARTICLE 42. PREQUALIFICATIONS AND RIGHT OF REMOVAL

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

ARTICLE 43. CONVERSION TO FEDERAL AID

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

ARTICLE 44. REVISIONS IN ORGANIZATION OF CORPORATION

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

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

ARTICLE 44. REVISIONS IN ORGANIZATION OF PARTNERSHIP

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

ARTICLE 45. TERMINATION

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

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

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

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

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

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

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

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

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

ARTICLE 47. REQUEST FOR FULL PAYMENT OF FEE

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

ARTICLE 48. MAXIMUM PAYMENT BY THE MUNICIPALITY

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

ARTICLE 49. AGENT FOR SERVICE OF PROCESS

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

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

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

ARTICLE 51. ATTACHMENTS TO AGREEMENT

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

ARTICLE 52. CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE 56. NOTICE BETWEEN PARTIES TO AGREEMENT

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

(a) be in writing addressed to:

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

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

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

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

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

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

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

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

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

ARTICLE 57. FEE ADJUSTMENT

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

ARTICLE 58. DIRECT COST ITEMS

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

ARTICLE 59. DESIGN SCHEDULE

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

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

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

ARTICLE 60. SUSPENSION OR DEBARMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 62. CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG

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

ARTICLE 63. GOVERNMENTAL AGENCY EXEMPTION

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

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

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

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

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

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

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

ARTICLE 66. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

ARTICLE 67. CODE OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS

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

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

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

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

ARTICLE 69. AMERICANS WITH DISABILITIES ACT

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

ARTICLE 70. PAYMENT OF RECOVERABLE COSTS DUE THE MUNICIPALITY

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

ARTICLE 71. EXECUTIVE ORDERS

A. Executive Orders

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

ARTICLE 72. JURISDICTION AND FORUM LANGUAGE

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

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

ARTICLE 73. LITIGATION

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

ARTICLE 74. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

ARTICLE 75. MAXIMUM FEES

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

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

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

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

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

WITNESSES:

CITY OF _____

Typed Name:

By _____ (Seal)
Typed Name:

Typed Name:

Date: _____



Typed Name: Charles Baker

CONTRACTING ENGINEER

By  (Seal)
Typed Name: Robin Bousa



Typed Name: Dea Perez

Date: February 21, 2024

CONNECTICUT CORPORATE ENGINEERING
PRACTICE -- CERTIFICATE OF
AUTHORIZATION NO.

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

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

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

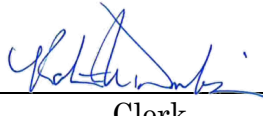
VOTED:

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

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

ATTEST:

Date: February 22, 2024


Clerk



(Corporate Seal)

SCHEDULE A
WORK TO BE PERFORMED
REFER TO ARTICLE 2

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

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

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

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

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

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

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

Group C. Concurrent pedestrian phasing with LPI and TSP:

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

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

Group D. TSP only:

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

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

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

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

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

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

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

All design plans will be prepared using AutoCAD software.

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

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

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

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

Task 1: Preliminary Engineering Study

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

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

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

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

1.18 Preliminary Engineering Study Submittal

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

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

Task 2: Preliminary Design

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

2.2 Survey

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

2.2.1 Right of Way Survey:

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

2.2.2 Topographic Survey:

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

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

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

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

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

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

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

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

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

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

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

2.8 Systems Engineering

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

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

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

Task 3: Semi-Final Design

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

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

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

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

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

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

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

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

3.5 The CONSULTANT will prepare mast arm/span pole detail sheets and special provisions in accordance with the CTDOT latest structural design for mast arm profile design.

3.6 The CONSULTANT will prepare a Semi-Final cost estimate for the proposed work. This cost estimate will be prepared in a tabular format and present an order of magnitude cost for the proposed work.

3.7 The CONSULTANT will prepare appropriate standard detail sheets and miscellaneous details necessary to construct the project.

3.8 The CONSULTANT will prepare special provisions to the CTDOT Standard Specifications, Form 818. The City will provide current city standard special provisions for the CONSULTANT to incorporate. The specifications will include a special provision for System Integration, which will include requirements for the contractor to expand the City's SynchroGreen adaptive traffic signal system to include the 21 intersections identified under Group A and B. This special provision will

require the contractor to design the adaptive system timing parameters. Therefore, design of adaptive system timing parameters by the CONSULTANT is excluded from this agreement. The special provisions will also include a requirement for the contractor to temporarily implement the proposed time-of-day coordination timing settings at all project intersections so that the CONSULTANT can conduct field observations and field fine-tuning of the time-of-day plans, as described under Task 5.

- 3.9 The CONSULTANT will prepare a Semi-Final Systems Engineering and Requirements report. This report will include a verification plan to describe how the system will be tested to ensure that it meets the high level and detailed level functional requirements. The verification plan will require that all high level and all detailed level functional requirements are thoroughly verified by the selected Contractor.
- 3.10 The CONSULTANT will prepare the semi-final design plans. The design plans will include the following:
- Title sheet with location plan
 - Detailed estimate sheet
 - Traffic Control Signal Plans (55 sheets)
 - Mast arm/span pole and foundation details
 - Miscellaneous Details
 - CTDOT and City Typical details – signals and signs
- 3.11 The CONSULTANT will update the SEAFORM based on decisions made during the Semi-Final Design phase and/or comments from the City and CTDOT on the Preliminary Design submittal.
- 3.12 The CONSULTANT will revise the Preliminary Engineering Study Report based on decisions made during the Semi-Final Design phase and/or comments from the City and CTDOT on the Preliminary Design submittal.
- 3.13 Semi-Final Design Submittal
Upon completion of the semi-final design phase, The CONSULTANT will submit an electronic copy in PDF format of the documents listed below to the City. The City will submit the package to CTDOT.
- Semi-Final Design Plans and Cost Estimate
 - Semi-Final Specifications
 - Semi-Final Systems Engineering and Requirements Report
 - Semi-Final Design Report (if required)
 - Updated SEAFORM (if required)

Task 4: Final Design

- 4.1 Upon receipt of Semi-Final Design comments, the CONSULTANT will attend a semi-final design review meeting with City and/or CTDOT staff. The CONSULTANT will attend up to two (2) additional meetings with the City, CTDOT, and/or utility companies during this phase (three meetings total).
- 4.2 The CONSULTANT will revise the plans, special provisions, Systems Engineering and Requirements Report, and estimate to incorporate the comments from the Semi-Final design review as appropriate and prepare written responses to comments.

- 4.3 The CONSULTANT will update the SEAFORM based on decisions made during the Final Design phase and/or comments from the City on the Semi-Final Design submittal.
- 4.4 The CONSULTANT will revise the Semi-Final Engineering Report based on decisions made during the Final Design phase and/or comments from the City and CTDOT on the Semi-Final Design submittal.
- 4.5 Final Design Submittal
The CONSULTANT will submit digital copies in PDF format of the following:
- Final Design Plans
 - Final Design Construction Cost Estimate
 - Final Design Specifications
 - Final Systems Engineering and Requirements Report
 - Final Engineering Design Report
 - Updated SEAFORM
- 4.6 The City will provide the CONSULTANT with all City standard forms needed to compile the front-end bid documents. The City is responsible for redacting/removing any local requirements that conflict with Federal requirements. The CONSULTANT will assemble the front-end bid documents provided by the City with the final project specifications to prepare a bid package.
- 4.7 The CONSULTANT will incorporate City and CTDOT comments on the Final Design submittal and prepare a response to comments matrix (RCM). The CONSULTANT will submit the following products to the City for bidding the project:
- Construction Plans (signed and sealed by Professional Engineer)
 - Final Construction Cost Estimate
 - Bid Package, including project specifications and City front-end bid documents

Task 5: Field Fine-Tuning

The following services will be provided during construction, after the contractor implements the proposed time of day coordination timing settings at all project intersections.

- 5.1 The CONSULTANT will conduct field observations to evaluate the effectiveness of the new time of day coordination plans. The CONSULTANT will drive the corridors to evaluate vehicle progression and conduct additional observations on foot to evaluate vehicle arrivals and queues. The observations will be conducted during the weekday morning, weekday midday, and weekday evening peak traffic periods.
- 5.2 The CONSULTANT will recommend revisions to the time of day coordination plans as needed based on the field observations, and revise the Synchro networks based on the timing revisions. The City or the Contractor will implement the recommended revisions to the timing plans.
- 5.3 The CONSULTANT will conduct an additional day of field observations to evaluate the revised timing settings. If necessary, the CONSULTANT will provide recommendations for further revisions to the timing settings. 24 hours are budgeted for this task (one 12-hour day for two engineers). If additional field fine-tuning is requested by the City, it will be negotiated as extra work.

- 5.4 The CONSULTANT will revise the traffic signal plans prepared under previous tasks to reflect the final time of day coordination timing plans after field fine-tuning is completed.
- 5.5 The CONSULTANT will provide as-built plans of the two full replacement intersections based upon minor markups of the plans by the Contractor. As-built plans of redesigned intersection equipment are excluded.

Note: Field observations of the adaptive traffic signal operation or field fine-tuning of the adaptive system timing parameters are excluded. Adaptive system timing parameters and any necessary field fine-tuning will be the responsibility of the Contractor or their designated representative.

SERVICES NOT INCLUDED

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

- Additional schematic or concept alternative development
- Environmental permitting
- Environmental screening
- Design of adaptive traffic signal system parameters
- System integration or field fine-tuning of adaptive system timing settings
- Design of roadway widening or geometric roadway improvements
- Drainage design and analysis including gutter flow, hydraulic study/report, pipe flow analysis or drainage reports.
- Drainage condition survey/assessment beyond surface visual assessment
- Archaeological investigation, identification, observation, or reports
- ROW Services (ROW maps, title search, appraisals, conveyance documents, attorneys, etc.)
- Wetlands delineation or location
- Environmental Task 110, 210 and Task 310
- Subsurface exploration surveys
- Placement of missing or new property corner monuments
- Structural evaluation or design
- Preparation of general permit for stormwater
- Additional meetings beyond those specified
- Geotechnical engineering/evaluation (including pavement design and/or borings)
- Pavement evaluation/testing (test pits/cores)
- Utility relocation/installation design
- Review, analysis and design of vaults/areaways associated design impacts
- Shop drawing review or engineering services during construction (may be negotiated as a contract amendment)
- Construction inspection/administration services (may be negotiated as a contract amendment)

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

SCHEDULE B
PAYMENT FOR PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN, SEMI-FINAL
DESIGN, FINAL DESIGN, AND FIELD FINE-TUNING
REFER TO ARTICLE 46

1. PRELIMINARY ENGINEERING STUDIES

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 1 shall be \$110,750.70

2. PRELIMINARY ENGINEERING DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 2 shall be \$81,820.14

3. SEMI-FINAL DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 3 shall be \$55,877.72

4. FINAL DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 4 shall be \$31,883.78

5. FIELD FINE-TUNING

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 4 shall be \$22,820.44

6. DIRECT COST

The Consulting Engineer may bill direct costs for mileage, printing, mail, test pits, parking, hotel costs, and traffic count subcontractors to a maximum of \$42,721.00. The Consulting Engineer and subconsultants may bill direct costs for meals, subsistence and transportation, if applicable, in accordance with the latest State Travel Regulations-State Managers limiting amounts. All mileage, including that for rental cars, will be reimbursed at the current mileage rate only.

All direct costs must be substantiated by receipts and may not exceed the actual cost to the Consulting Engineer.

SCHEDULE C

~~PAYMENT FOR SOILS BORINGS AND TESTING~~

~~REFER TO ARTICLE 33~~

PAYMENT FOR REVIEW OF SHOP PLANS

REFER TO ARTICLE 34

PAYMENT FOR CONSULTATION DURING CONSTRUCTION

REFER TO ARTICLE 35

1. ~~PAYMENT FOR SOILS WORK~~

~~The payment to the Consulting Engineer for soils borings and testing, as specified in Article 3, paragraphs 1 and 2 shall be paid in accordance with the provisions of Article 33 if this service is requested by the Municipality.~~

2. REVIEW OF SHOP PLANS

The lump sum fee payment to the Consulting Engineer for review of shop plans, as specified in Article 5, Paragraphs 1 and 2 shall be paid in accordance with provisions of Article 34 if this service is requested by the Municipality.

3. CONSULTATION DURING CONSTRUCTION

The payment to the Consulting Engineer for consultation during construction, as specified in Article 6, paragraphs 1 and 2 shall be paid in accordance with the provisions of Article 35 if this service is requested by the Municipality.

SCHEDULE D
PAYMENT FOR EXTRA WORK
REFER TO ARTICLE 8

1. The certification of the payroll shall be dated, signed, and read as follows: "I, (Name of Company Official and Title), do hereby certify that during the period covered by this payroll all personnel shown were working on approved Extra Work, and their classification, rate of pay, hours worked, and amount earned is a true and accurate report."
2. The maximum hourly rate for each classification of employee to be used for such purpose shall be as follows and additional classifications if required must be submitted to the Municipality for prior written approval.

CLASSIFICATION OF EMPLOYEE

MAXIMUM HOURLY RATE OF PAY

Classification and rates to be determined during negotiations for Extra Work.

3. A certified percentage of the certified payroll for burden, fringe, and overhead costs will be added to the certified payroll costs. For progress payment purposes, the percentage for burden, fringe, and overhead costs will be determined during negotiations. The percentage will be revised annually based on a State approved audit of burden, fringe, and overhead costs of the previous year's experience. A final adjustment based on a State approved audit will be made to all progress payments reflecting the actual percentage for burden, fringe, and overhead experienced during each calendar year in which the work was performed.
4. To the certified payroll plus burden, fringe and overhead costs shall be added a fixed fee for profit to be determined upon submission of an authorized Extra Work Claim.
5. The fixed fee for profit will not vary with the actual cost of the work but it may be increased by a supplemental agreement if the scope of the work under this Schedule is enlarged. The fee may be decreased without a supplemental agreement if (a) the work under this Schedule is decreased, (b) a termination occurs, or (c) the Agreement is allowed to expire when available State funds are exhausted before the work is completed.
6. Overtime work, when authorized by the Municipality, shall be paid for by the Municipality at "straight time" rates except when otherwise required by law or regulation or when otherwise approved by the Municipality. The surcharge for burden, fringe, and overhead shall be applied only to the "straight time" portion of overtime pay.
7. The total payment for Extra Work shall not exceed \$34,587.38

SCHEDULE E
MAXIMUM PAYMENT BY THE MUNICIPALITY
REFER TO ARTICLE 48

1. PAYMENT FOR PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN, SEMI-FINAL DESIGN, FINAL DESIGN, FIELD FINE-TUNING, DIRECT COSTS, REVIEW OF SHOP PLANS AND CONSULTATION DURING CONSTRUCTION

The total payment contained in Schedules B and C for work specified under this Agreement exclusive of Extra Work shall not exceed \$345,873.78

2. EXTRA WORK

The total payment for Extra Work as specified in Schedule D shall not exceed \$34,587.38

3. MAXIMUM PAYMENT BY THE MUNICIPALITY

The total payment for work specified under this Agreement shall not exceed \$380,461.16

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Summary of all Tasks

SUMMARY BY TASK

		Direct Salary	B.F O&P	Direct Costs	TOTAL
Task 1: Preliminary Engineering Study	<i>VHB</i>	\$37,629.86	\$73,120.84		\$110,750.70
Task 2: Preliminary Design	<i>VHB</i>	\$27,800.10	\$54,020.04		\$81,820.14
Task 3: Semi-Final Design	<i>VHB</i>	\$18,985.62	\$36,892.10		\$55,877.72
Task 4: Final Design	<i>VHB</i>	\$10,833.18	\$21,050.60		\$31,883.78
Task 5: Field Fine-Tuning	<i>VHB</i>	\$7,753.72	\$15,066.72		\$22,820.44
Non Labor Costs All Tasks				\$42,721.00	\$42,721.00
TOTAL		\$103,002.48	\$200,150.30	\$42,721.00	\$345,873.78

VHB - B.F.O & P = 1.94316 (overhead at 167.56% and profit at 10%)

SAY

Confidential

Summary of all Tasks

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Total Percent Labor-Hour Cost Estimate

##



Vanasse Hangen Brustlin, Inc.

LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal System)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician / Cad	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)	City Estimate Hours	Agreed Hours	Difference
Task 1: Preliminary Engineering Study	8	41	41	0	184	346	0	0	96	2	718	\$37,629.86	601	711	7
Task 2: Preliminary Design	6	44	18	0	110	223	24	79	32	5	541	\$27,800.10	466	541	0
Task 3: Semi-Final Design	6	42	20	0	96	121	0	0	49	2	336	\$18,985.62	284	336	0
Task 4: Final Design	6	32	8	0	43	74	0	0	18	7	188	\$10,833.18	157	188	0
Task 5: Field Fine-Tuning	0	0	0	0	70	78	0	0	0	0	148	7753.72	148	148	0
Total Hours	26	159	87	0	503	842	24	79	195	16	1931	\$103,002.48			7
Percent of Total Labor-Hours	1.35%	8.23%	4.51%	0.00%	26.05%	43.60%	1.24%	4.09%	10.10%	0.83%	100.00%				

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Total Labor Cost Estimate

####

LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician /Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79		62.53	43.29	46.73	36.38	33.79	27.75		
Task 1: Preliminary Engineering Study												
1.1 Kickoff and two additional meetings		12	4		8	4				2	30	\$2,152.26
1.2 Obtain all available traffic signal plans		1				2			4		7	\$313.09
1.3 Field observations (2 full replacement intersections)					4	4					8	\$423.28
1.4 Field observations and signal plan markups (32 concurrent ped intersections)					12	23			20		55	\$2,421.83
1.5 Cursory review of video detection for 19 ATCS intersections		1	1		2	8					12	\$644.52
1.6 Compile traffic count data from City and traffic count vendor		1							8		9	\$361.67
1.7 Attend meeting with Norwalk Transit		4			4						8	\$615.52
1.8 Prepare TSP spreadsheet identifying green time for reallocation (55 intersections)		2	16		16	40					74	\$4,223.42
1.9 Existing and No-Build Synchro analysis (55 intersections; AM, Mid, PM, SAT)		2			16	90			12		120	\$5,484.76
1.10 Yellow, red, pedestrian clearance time calculations (55 intersections)					8	16			16		40	\$1,733.52
1.11 Build Conditions Synchro & develop optimized timing plans (AM, Mid, PM, SAT)		4			32	92			12		140	\$6,754.52
1.12 Review crash data (34 intersections); prepare collision diagrams at 2 int.					8	16			24		48	\$2,003.84
1.13 Evaluate No Turn on Red restrictions (34 intersections)		2			6	8					16	\$904.20
1.14 Identify and document City requirements for salvage		1				1					2	\$134.64
1.15 PE Report	4	6	4		60	40					114	\$6,732.62
1.16 Systems Engineering Report		2	16		2						20	\$1,616.40
1.17 SEAFORM Update		1			4						5	\$341.47
1.18 PE Submittal	4	2			2	2					10	\$768.30
TOTAL LABOR HOURS	8	41	41	0	184	346	0	0	96	2	718	\$37,629.86
TOTAL COST PER LABOR CATEGORY	747.92	3745.35	3353.39	0.00	11505.52	14978.34	0.00	0.00	3243.84	55.50		\$37,629.86

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369
 Firm Name: Vanasse Hangen Brustlin, Inc.
 Description: Total Labor Cost Estimate
 0.00

LABOR TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician / Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79	0.00	62.53	43.29	46.73	36.38	33.79	27.75		
Task 2: Preliminary Design												
2.1 Incorporate PE comments and prepare responses	1	4	4		8	12				1	30	\$1,833.52
2.2 Surveys (2 intersections)	2						24	79			105	\$4,182.52
2.3 Prepare PD Traffic Signal Plans for 2 Full replacement intersections	1	4			16	30			8		59	\$3,028.39
2.4 Prepare PD Traffic Signal Plans for 53 upgrade intersections		8			50	132					190	\$9,571.58
2.5 Prepare PD Cost Estimate		2	2		6	24			24		58	\$2,571.38
2.6 Public Info Meeting (1)		8			8	4					20	\$1,404.20
2.7 Three additional meetings		12	4		4	5					25	\$1,889.93
2.8 Systems Engineering Report		2	8		8						18	\$1,337.26
2.9 SEAFORM update		1			2						3	\$216.41
2.10 Update Preliminary Engineering Report		1			2	8				2	13	\$618.23
2.17 PD Submission	2	2			2	2				2	10	\$636.82
2.18 Utility meeting					4	6					10	\$509.86
TOTAL LABOR HOURS	6	44	18	0	110	223	24	79	32	5	541	\$27,800.10
TOTAL COST PER LABOR CATEGORY	560.94	4019.40	1472.22	0.00	6878.30	9653.67	1121.52	2874.02	1081.28	138.75		\$27,800.10

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Total Labor Cost Estimate

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LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician /Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79	0.00	62.53	43.29	46.73	36.38	33.79	27.75		
Task 3: Semi-Final Design												
3.1 3 Meetings, including PD Design Review		12	4		8	6					30	\$2,183.34
3.2 Incorporate PD Comments and prepare responses	1	4			16	32			12		65	\$3,250.13
3.3 Test Pits											0	\$0.00
3.3.2 Prepare test pit plans		2			2	4					8	\$480.92
3.3.3 Retain subcontractor		4				4					8	\$538.56
3.3.4 Field meeting with subcontractor					6						6	\$375.18
3.3.5 Test pit observations						8			8		16	\$616.64
3.4 Electrical cable design (2 full replacement intersections)		2			6	4					12	\$731.04
3.5 Mast arm/span pole details and special provisions		2			2	2					6	\$394.34
3.6 SFD Construction Cost Estimate		2			4	16			13		35	\$1,564.73
3.7 Standard/Misc. Detail Sheets					2	4			4		10	\$433.38
3.8 Special Provisions	1	4	8		24	3					40	\$2,743.80
3.9 SFD Systems Engineering Report		2	8		5						15	\$1,149.67
3.10 SFD Plans	2	4			15	32			12		65	\$3,281.09
3.11 SEAFORM Update		1			2						3	\$216.41
3.12 SFD Design Report		1			2	4					7	\$389.57
3.13 SFD Submission	2	2			2	2				2	10	\$636.82
TOTAL LABOR HOURS	6	42	20	0	96	121	0	0	49	2	336	\$18,985.62
TOTAL COST PER LABOR CATEGORY	560.94	3836.70	1635.80	0.00	6002.88	5238.09	0.00	0.00	1655.71	55.50		\$18,985.62

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369
 Firm Name: Vanasse Hangen Brustlin, Inc.
 Description: Total Labor Cost Estimate
 0.00

LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician /Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79	0.00	62.53	43.29	46.73	36.38	33.79	27.75		
Task 4: Final Design												
4.1 3 Meetings, including SFD Design Review		12			8	4					24	\$1,769.60
4.2 Incorporate SFD comments and prepare responses	2	4	4		15	40			10		75	\$3,886.99
4.3 SEAFORM update		1			2						3	\$216.41
4.4 FD Design Report		1			2	4					7	\$389.57
4.5 FD for Review Submission	2	2			2	2				2	10	\$636.82
4.6 Compile Bid Package	1	4			4					4	13	\$820.01
4.7 Incorporate FD comments and submit final Bid Docs	1	8	4		10	24			8	1	56	\$3,113.78
TOTAL LABOR HOURS	6	32	8	0	43	74	0	0	18	7	188	\$10,833.18
TOTAL COST PER LABOR CATEGORY	560.94	2923.20	654.32	0.00	2688.79	3203.46	0.00	0.00	608.22	194.25		\$10,833.18

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369
Firm Name: Vanasse Hangen Brustlin, Inc.
Description: Total Labor Cost Estimate
0.00

LABOR

TASKS

	Principal	Project Manager	Senior Engineer (Signal Systems, Communications)	Senior Structural Engineer	Senior Traffic Engineer	Project Engineer	VHB- Surveyor (PLS)	VHB- Party Surveyor	Staff Engineer / Technician /Cad Drafter	Admin. Assistant	TOTAL LABOR-HOURS	LABOR-HOUR COST (\$)
HOURLY RATE	93.49	91.35	81.79	0.00	62.53	43.29	46.73	36.38	33.79	27.75		
Task 5: Field Fine-Tuning												
5.1 Field observations (55 intersections)					50	50					100	\$5,291.00
5.2 Revise timing plans and Synchro networks					4	8					12	\$596.44
5.3 Additional field observations (Two engineers; one 12-hour day)					12	12					24	\$1,269.84
5.4 Revise traffic signal plans based on revised timing					4	8					12	\$596.44
TOTAL LABOR HOURS	0	0	0	0	70	78	0	0	0	0	148	\$7,753.72
TOTAL COST PER LABOR CATEGORY	0.00	0.00	0.00	0.00	4377.10	3376.62	0.00	0.00	0.00	0.00		\$7,753.72

PROJECT COST ESTIMATE - Norwalk Traffic Signal System Upgrade Phase 5

City of Norwalk - Project 102-369

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Total Direct Cost Estimate

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TRAVEL

Mileage

Air

Parking/Tolls

Car Rental

SUBSISTENCE/FOOD & LODGING

Hotel

Meals

Small Doc. Printing/Copies

Large Doc. Printing (OCE)

Color Plotting (all sizes)

Drawing Mounting

GBC Bindings (per report book)

UNITS	UNIT PRICE	QUANTITY	COST
Miles	\$0.655	3,000	\$1,965.00
			\$0.00
\$	at cost		\$300.00
days			\$0.00
\$ per day	\$100.00		\$0.00
\$ per day	\$30.00		\$0.00
Page	\$0.07	1000	\$71.00
sq. ft.	\$0.50	2000	\$1,000.00
sq. ft.	\$4.00	200	\$800.00
sq. ft.	\$5.00	60	\$300.00
EA	\$1.00	10	\$10.00

POSTAGE AND SHIPPING

US Mail - Letters/Documents

US Mail - Packages

Overnight Mailing Service

MISCELLANEOUS

Traffic Data Collection (ATR, TMC counts)

Test Pits

TOTAL EXPENSES

UNITS	UNIT PRICE	QUANTITY	COST
each	\$0.63		\$0.00
each	\$20.00	5	\$100.00
each	\$35.00	5	\$175.00
LS		1	\$24,000.00
LS		1	\$14,000.00
			\$42,721.00

NORWALK REDEVELOPMENT

TO: MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE AND NORWALK COMMON COUNCIL

FROM: REDEVELOPMENT AGENCY STAFF

DATE: FEBURARY 29, 2024

RE: Amendment to Land Disposition Agreement – 30 Monroe Street

In May of 2023 the Common Council approved a Land Disposition Agreement (LDA) for redevelopment of a portion of the surface parking lot adjacent to the South Norwalk Train Station. Plans for the site envision an urban infill project that will result in 200 mixed use, mixed income residential units directly adjacent to the train station, new commercial space, new streets, and public open space to access the site. Prior to land transfer cleanup of contaminated soil under the city-owned parking lot is required. Contaminants in the soil stem from 19th century manufacturing activities on the site. Proposed cleanup work will include excavation and off-site disposal of previously identified areas contaminated soil and fill material (map of project area attached).

At the time the LDA was entered into, the Parties agreed that the Developer would be entitled to a \$250,000 credit against the Purchase Price of the City Parcel which the City agreed to convey to the Developer as part of the Development Project contemplated by the LDA. The credit was a negotiated term which was intended to address issues raised by the Developer concerning projected additional cost associated with excavating, transporting and disposing of excavated materials (the “Additional Excavation Costs”) associated with excavating the portion of the foundation for the development located in the City Parcel (the “Soil Removal Work”). The Article 24 further provides that in the event the RDA was successful in obtaining additional grant funds which could be used to fund the Additional Excavation Costs, the Developer could elect to be a sub-recipient of the Grant in which case it would receive the grant funds post-closing as a partial offset of the Additional Excavation Costs in lieu of the \$250,000 credit.

The RDA was successful in obtaining the additional grant funds; however, the Developer has elected to not exercise the option discussed above. Rather, the Developer has requested that the City perform the Soil Removal Work *pre-closing* from the proceeds of the subject grant funds in lieu of the \$250,000 credit. An LDA Amendment would be needed to address issues arising from the City performing the Soil Removal Work pre-closing as opposed to the Developer performing the Soil Removal Work post-closing which is what was contemplated under the option in the LDA. The basic structure of the LDA Amendment, intended to re-address Article 24 of the LDA is proposed as follows:

The City will carry out its obligation to perform certain soil remediation work in specific locations on the City Parcel and have its LEP certify that the soil conditions in those areas meet Residential Remediation Standard Regulations (“RSR Standards”). Upon completing that work and obtaining the associated certification, the Developer would have the right to elect to have the City perform the Soil Removal Work subject to the following summarized terms and conditions:

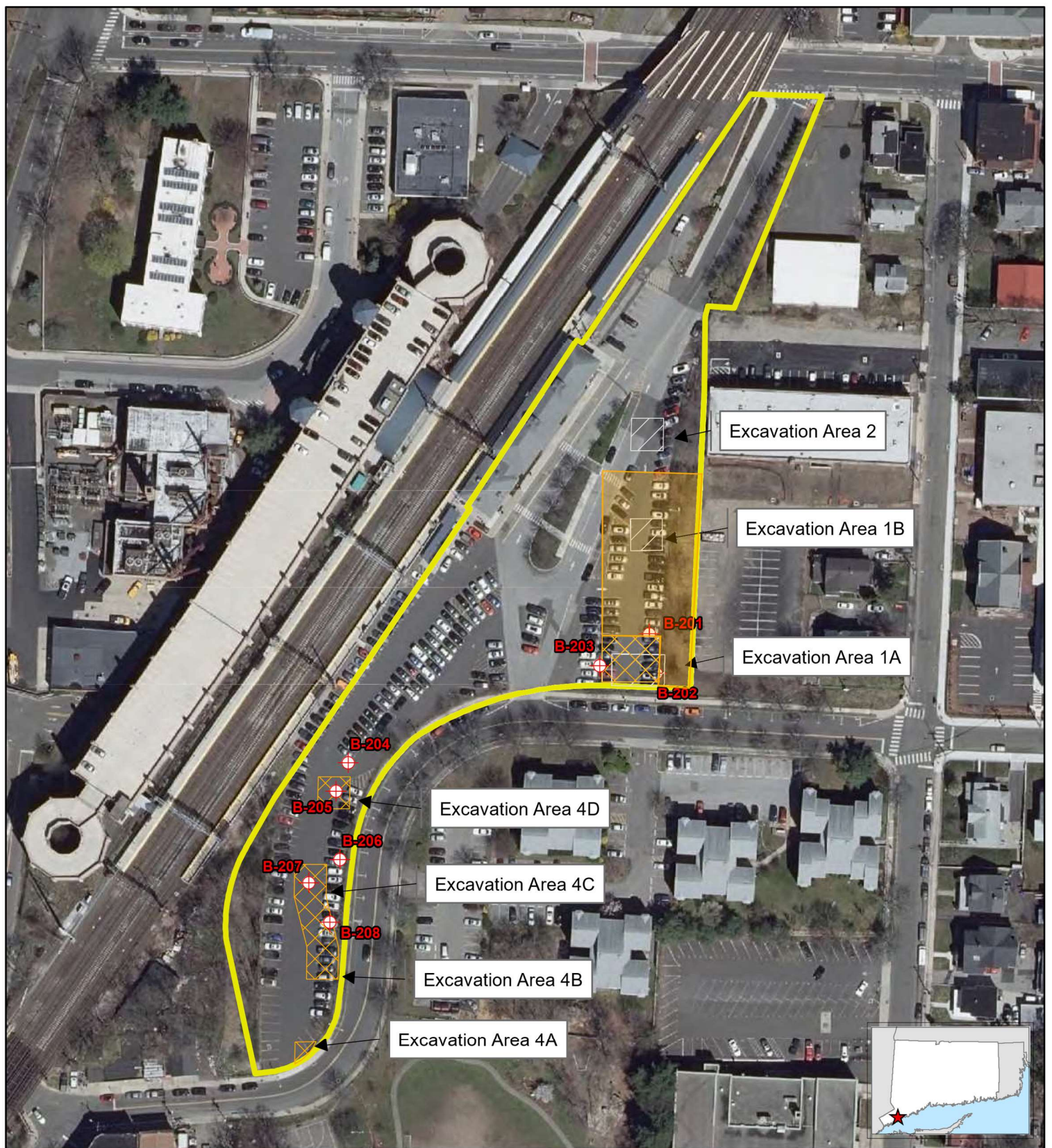
1. Equitable Adjustments to the Parties Performance Schedules in line with the timing of the election by the Developer and the time necessary to perform the Soil Removal Work.

2. Grants of temporary construction easement over the City and Developer's respective properties necessary for the City to perform the Soil Removal Work and the Developer to perform the balance of the excavating activities necessary for the Project's foundation.
3. Developer to escrow \$1,000,000.00 (i.e. the amount estimated cost to restore the City Parcel to the condition that existed immediately prior to the Soil Removal Work) which the City can use to restore the City Parcel in the event that the Closing does not occur for any reason other than for an uncured default by the City or RDA under the LDA.
4. Developer to provide the Temporary Parking prior to Closing for the spaces that will be placed out of service as a result of the City performing the Soil Removal Work. In the event that the Closing does not occur for any reason other than for uncured default by the City or RDA under the LDA, the obligation to provide Temporary Parking will continue for such period of time as reasonably necessary for the City to restore the City Parcel.
5. Developer to provide what is necessary for the City/RDA to meet obligations under the grant. This will most likely include tendering a personal guaranty in favor of the City/RDA and to enter into a Declaration of Restrictive Covenants providing for restrictions on the number of units to be designated for affordable housing to tenants making 50% of the Area Median Income as required by the DECD.
6. An acknowledgment that the Soil Removal Work will be funded solely from the additional grant funds, and that in the event that the Soil Removal Work exceeds that amount, the Developer shall be responsible for any and all costs and expenses in excess.
7. Developer to agree to repay to the City/RDA all funds either of them expended to perform the Soil Removal Work from the additional grant funds secured by a personal guarantee in the event that the Closing does not occur for any reason other than for uncured default by the City or RDA under the LDA.

Requested Action:

AUTHORIZE THE MAYOR HARRY W RILLING TO ENTER INTO ANY AND ALL AGREEMENTS RELATED TO THE MUNICIPAL BROWNFIELD GRANT PROGRAM; AND EXECUTE A FIRST AMENDMENT TO THE LAND DISPOSITION AND DEVELOPMENT AGREEMENT ("LDA") TOGETHER WITH ANY AND ALL OTHER AGREEMENTS AND DOCUMENTS REQUIRED THEREUNDER WITH SONO TOD II, LLC (THE "DEVELOPER") FOR PURPOSES OF CONVEYING A PORTION OF 30 MONROE STREET.

BE IT FURTHER RESOLVED THAT THE MAYOR IS AUTHORIZED TO EXECUTE AN ASSISTANCE AGREEMENT, ANY AMENDMENTS THERETO AND SUCH OTHER DOCUMENTS AS MAY BE REQUIRED; TO TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY OR REQUIRED TO RECEIVE THE GRANT; AND TO ACT AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF NORWALK FOR ALL PURPOSES IN CONNECTION THEREWITH.



LEGEND

- Boring Location
- Approximate Proposed Excavation Area
- Approximate Proposed Area of Soil Disposal
- Previous Excavation Areas Completed by VHB in 2012
- Site Boundary

Tighe&Bond

Based on 2019 Statewide Leaf-Off Orthophotography,
Courtesy of CTECO.

1:1,500
0 62.5 125
Feet



FIGURE 2

SOIL EXCAVATION PLAN

South Norwalk Train Station
30 Monroe Street
Norwalk, Connecticut

February 2023



TO: MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE NORWALK COMMON COUNCIL

FROM: REDEVELOPMENT AGENCY STAFF

DATE: FEBURARY 28, 2024

RE: ECD COMMITTEE REVIEW OF PY50 CDBG APPLICATIONS

SUMMARY

To assist the Economic and Community Development Committee with making recommendations for PY50 funding allocations, applicants are invited to present their application at the March 7, 2024 meeting of the Economic and Community Development Committee of the Common Council. Norwalk Redevelopment Agency Staff will work with the Committee members following the presentations in order to receive PY50 CDBG funding recommendations. The funding recommendations will be tentatively presented at the Economic and Community Development Committee meeting on May 2, 2024 for forwarding to the Common Council. This date may change due to delays in HUD's release of this year funding allocation letters. Additional information will be provided the Committee members regarding updates to meeting dates when more information is made available.

SUMMARY OF THE APPLICATION SUBMISSION PROCESS

December 11, 2023 – The P50 Notice of Funding Opportunity (NOFO) and application was released.

January 22, 2024 – PY50 Applications were due by 12:00am.

The intention of the CDBG application is to obtain information as to the eligibility of the proposed activity, its consistency with ConPlan goals and strategies and general project information. Following receipt of the applications, staff reviewed each application for consistency and completeness and negotiated any needed adjustments. Applicants were required to submit a brief project summary statement to be provided to Committee members.

A total of 27 applications were submitted for the upcoming CDBG program year for both new and continuing initiatives. This includes applications from 24 unique organizations, 16 service applications, 4 facility applications, 5 housing applications and 2 applications for administrative funding and City Neighborhoods funding from the Norwalk Redevelopment Agency.

SUMMARY OF ANTICIPATED FUNDING AVAILABLE AND REQUESTED FUNDING

The amount of available funds is based upon an estimate of what will be allocated to the City of Norwalk by the United States Department of Housing and Urban Development (HUD). The amounts available per category are based on HUD's funding category caps. The following is a breakdown of what is anticipated to be available and what is actually requested by Norwalk's PY50 applicants. The below numbers are based on estimates for the PY50 NOFO and will be adjusted accordingly once the City receives its funding allocation letter. Additional details are provided starting on page 4 of the NOFO linked below.