



SPECIAL MEETING – ECONOMIC AND COMMUNITY DEVELOPMENT AGENDA

**JANUARY 16, 2025, 6:00 PM
BY ZOOM VIRTUAL MEETING**

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



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also 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 by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Sabrina Godeski at sgodeski@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. ACCEPTANCE OF MINUTES**
 - A. Regular Meeting: 12/05/24**
- IV. PUBLIC PARTICIPATION**
- V. OLD BUSINESS**
- VI. NEW BUSINESS**
 - A. Review and Discussion on FY25-26 Operating and Capital Budget**

B. Transportation Mobility and Parking

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with NY Conn Corp to provide On-Call Traffic Signal Emergency Services for an amount not to exceed \$21,572.32.
ACCT: 0922 4120 5777 C0232
2. Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation under Route 136 Rowayton Avenue – from Cudlipp Street to Pennoyer Street.
3. Authorize the Mayor, Harry W. Rilling to execute an amendment to increase the Fuss and O'Neill contract by \$471,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements – Garrett Bolella & Jim Travers
Account(s): 0924 3750 5777 C0824
0925 3750 5777 C0800

C. Business Development and Tourism

1. Authorize Mayor Harry W. Rilling to execute a license agreement for the use of three rooms, 729 sq. ft on the 2nd floor, at 3 Belden Avenue, Norwalk, CT, for a term of three (3) years, with two (2) one-year extension options, terminable on 90 days advance notice, for an annual fee of \$4.50 per square foot, which is equal to \$3,280 per year or \$273 per month.
2. In accordance with C.G.S. § 8-24, refer the proposed license agreement for the use of three rooms at 3 Belden Avenue to the Planning and Zoning Commission for review and report.
3. Authorize Mayor Harry W. Rilling to execute a license agreement for the use of 468 sq. ft. on the 1st floor of 3 Belden Avenue, Norwalk, CT, for a term of three (3) years, with two (2) one-year extension options, terminable on 90 days advance notice, for an annual fee of \$4.50 per square foot, which is equal to \$2,106 per year or \$175.50 per month.
4. In accordance with C.G.S. § 8-24, refer the proposed license agreement for the use of 468 sq. ft. at 3 Belden Avenue to the Planning and Zoning Commission for review and report.
5. Authorize Mayor Harry W. Rilling to execute a license agreement for the use of 714 sq. ft. on the second floor of 3 Belden Avenue, Norwalk, CT, for a term of three (3) years, with two (2) one-year extension options, terminable on 90 days advance notice, for an annual fee of \$4.50 per square foot, which is equal to \$3,213 annually or \$268 per month.
6. In accordance with C.G.S. § 8-24, refer the proposed license agreement for the use of 714 sq. ft. at 3 Belden Avenue to the Planning and Zoning Commission for review and report.
7. Authorize the Mayor, Harry W. Rilling, to extend the agreement with Berry Dunn, McNeil & Parker, LLC, through December 31, 2025, at no additional cost.

VII. DISCUSSION

VIII. ADJOURNMENT

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The City of Norwalk Department of Transportation, Mobility and Parking (TMP) requests bids from qualified traffic signal contractors to provide supplemental and emergency on-call services for City-owned traffic signal equipment and ornamental street lighting. The City of Norwalk owns and operates over 80 traffic signals and maintains approximately 100 ornamental streetlights. The City's traffic signals contain a mixture of NAZTEC TS2/1 and 2070, ATC Commander controllers, Econolite and GridSmart video detection, AXIS PTZ network cameras, and Opticom preemption. Many of these traffic signals are connected to the City's fiber optic communication system.

2.2 Background

2.3 Scope of Services

The City has historically performed the vast majority of its own preventative maintenance and repair program, but at times, has been required to supplement City staff with additional help. In order to meet this need for emergency service, the City is proposing to obtain the services of a qualified Contractor to respond to an emergency service call with a service response crew within two (2) hours of being contacted, 24 hours per day, seven (7) days a week and a supplemental service call within 72 hours of being contacted.

The Contractor should have readily available and accessible all required tools, equipment, skilled labor, and materials necessary to perform the work during a typical signal malfunction in a workmanlike manner. In the case of a traffic signal knockdown, a natural or man-made disaster, or a significant equipment failure, the Contractor should have the ability to safely secure the site, either by returning the signal to full or temporary operation, or by safely removing any defective equipment posing a public safety liability and implementing a temporary traffic control plan approved by the TMP representative. No work in excess of \$7,500 shall be undertaken without written authorization except in the case of absolute emergencies where injury or property damage may result without prompt response.

All traffic signal work shall be performed in accordance with the latest City Traffic Signal Standards and the CT DOT Standard Specifications for Roads, Bridges and Incidental Construction, Form 817. All work performed or equipment/parts supplied by the Contractor shall be subject to the inspection and approval of the City. Failure to pass inspection per this agreement on any repair, maintenance, or service item will result in non-payment for that item until such time as the Contractor provides the item in an acceptable state to the City representative.

The Contractor shall have available and provide as needed adequately skilled personnel. The traffic signal technician assigned to the Contract shall preferably have International Municipal Signal

Association (IMSA) Traffic Signal Technician Level 2 certification or higher. When requested, the Contractor shall replace any personnel assigned to the contract whose performance is considered unacceptable to the City or the standards established per the proposal.

2.4 Audit

The Contractor agrees to maintain complete records of all direct labor hours worked by employees engaged in fulfilling this contract. Payment for work completed which is beyond the scope defined below is to be computed on the basis of actual hours worked, at a fixed rate per hour and all other costs, if any, payable by the City under this contract.

Such records shall be maintained in accordance with recognized commercial accounting practices so they may be readily audited. Contractor further agrees to permit the City of Norwalk to examine and audit these records and all supporting records at reasonable times. All payments, if any, made hereunder by the City of Norwalk, shall be subject to final adjustments as determined by such audit(s). Contractor shall retain all records for a period of not less than one calendar year after the completion date of this contract.

2.5 Record Keeping

Incidental to any and all services provided is the requirement to prepare and maintain a project schedule, provide monthly status reports and maintain proper record keeping. The initial project schedule for any particular engagement shall be included in the original scope of services agreed upon by the City and the Consultant for that particular engagement. The consultant is required to keep the project schedule current and revise it as appropriate and necessary, subject to approval by the City, throughout the course of the engagement.

The monthly status reports shall summarize the status of all projects for which the consultant is engaged. Information contained in the status reports shall include work and activities completed and/or undertaken during the current reporting period, identification and explanation of any work or activities anticipated within the previous status report that was not completed or undertaken, identifying, and explaining if appropriate, any significant happenings or milestones occurring during the current reporting period, relating the current status of the project to the current project schedule, updating the project schedule, if necessary, and identifying the work, activities, milestones, and significant happenings anticipated and/or planned for the upcoming reporting period.

Record keeping shall include maintaining complete and accurate records of all correspondence, submittals, reports, transmittals, logs, meeting minutes, drawings, results, requirements, and any other

written documentation or information generated or received by the consultant in the course of or related to the consultant's involvement in any engagement under the on-call contract. Such records shall be sorted and filed, separated by engagement and in chronological order, by the type of information contained, the task and/or stage of the project related to, and/or the generator and/or recipient of the document as is appropriate to the scope of the engagement and the volume of records being stored. The consultant shall ensure that the City receives copies, in a timely manner, of any such records as may be significant, or otherwise appropriate, to the City's oversight and/or involvement in the engagement and/or any work, relevant event or effect, or public expenditure associated therewith or otherwise related thereto. The consultant shall also endeavor to obtain a copy of any document that the consultant knows to, or has reason to believe may, exist which appropriately should be included in such records. In addition, the consultant shall make a log of, or otherwise appropriately note in writing, (and include in such records,) any significant verbal correspondence and/or visual, or any other, observance as appropriate.

All such records shall be stored in a secure location and in a manner that allows for convenient location and identification for as long as the consultant is required to maintain them. Records associated with an active engagement shall be stored in such a manner as to be readily accessible on demand. Such records shall be maintained by the Consultant for a minimum of six (6) years beyond the completion of the particular engagement. Upon completion of the project, the Consultant shall provide to the City copies of all such documents requested by the City, deemed appropriate for the City to possess for purposes of utilizing and/or maintaining any facilities completed in association with the engagement, interpreting or applying any deliverables generated through the engagement, and/or evaluating or auditing any work or tasks associated with the engagement.

2.6 Proposal Submission Format

Proposals should put forth full, accurate, and complete but concise information as required by this request. The City shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Firms should create their submissions in 8½" x 11" document size using a minimum 12-point font size, double sided, include page numbers and any blank pages must be watermarked "Intentionally Left Blank". Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The City reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems in its best interest. All proposals will remain property of the City. It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

To enable the City to compare the proposals received we ask that your proposal include the information specified below, the sequence listed, with each section of your proposal numbered to correspond to the numbers sequenced below.

Request for Proposal (RFP) shall include the following, in this order:

1. Executive Summary: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from other firms. This section shall include a concise statement of the consultant's approach to the project and a summary of the Consultant's ability to provide the required services. Also include in this section include the Name and address of firm(s) and identification and contact information of the Project Lead.
2. Project Team Organization and Staffing: Identification of Project Manager and all other team members – as well as any subcontractors to this project – and assigned duties and traffic certifications.

The City reserves the right to interview and specify key staff members on this project.

3. References/Statement of Qualifications: Provide four (4) most recent current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:
 - a. Client/Agency Name
 - b. Contact Name and Title (project manager role preferred), Telephone, and Email
 - c. Number of Projects Completed for Client/Agency
 - d. Project Names
 - e. Project Descriptions
 - f. Project Approach and Methodology
 - g. Year of Project and Length of Project
 - h. Project Budgets and Final Invoiced Amount
 - i. Contractor Personnel Assigned to Project and Project Role
4. Other Information: Provide any other information that you believe will assist the City of Norwalk in making its selection. Such information may be in this section of your proposal
5. Forms: Fully Completed Section 1 – Response Forms

2.7 Selection Process

Proposals will be initially reviewed by a Selection Committee. The Selection Committee may select the two or three firms that best meet the City's requirements. These firms will then be

invited to represent their proposals to and respond to questions from the Selection Committee.

Following this selection process, the Selection Committee will make a recommendation to the Common Council Committee. Approval to enter into a contract has to be authorized by the Norwalk Common Council.

The City of Norwalk reserves the right to reject any and all proposals submitted, to request additional information from all proposers and to negotiate with one or more of the finalists regarding the terms of this engagement. The City of Norwalk also reserves the right to retain the proposals, use any ideas contained in the proposals and is not obligated in any manner to reimburse the proposers for the costs incurred in connection with responding to this Request for Proposals.

The Selection Committee intends to recommend the firm that, in its opinion, best meets the City's needs, not necessarily the firm with the lowest fees.

The anticipated selection schedule is as follows:

RFP Interviews	End of September/Early October 2024
Common Council Committee Review	October 2024
Common Council Review	October 2024

2.8 Criteria for Evaluating Proposal Submissions

The City of Norwalk shall be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

Criteria	Weight
Qualifications and Experience: - Respondent must demonstrate adequate experience in the following areas: qualification, general experience and technical competence of the project team - Experience, resources, and technical expertise with similar type/size project - Feedback from References with projects similar in size & scope	20%
Overall Impression of Proposal Organization, clarity, conciseness, and thoroughness.	20%

Criteria	Weight
• Approach to the scope of services and statement of works • Proposed project schedule	
Additional Considerations (applicable only when not in conflict with state or federal guidelines) • Qualifications such as a SBE, DBE, MBE, WBE... • Interview/Presentation	10%
Cost Proposal: Cost proposal should include any payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables ("milestones") to be completed for each payment to be deemed earned.	50%
Total Possible Points	100

2.9 Prime Proposer Responsibility

Firm's submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not subcontractor is to perform.

All corporate information required in this RFP must be included for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the prime proposer and any subcontractors in the event of contract award. Under this RFP, the City of Norwalk retains the right to approve all subcontractors.

2.10 Key Personnel

The personnel and commitments identified on any proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the City of Norwalk fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City of Norwalk. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City of Norwalk is unacceptable, shall be removed from the project pursuant to the request of City of Norwalk. The proposer will have Fourteen (14) Days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Norwalk.

2.11 Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the City of Norwalk for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

2.12 Payment & Invoices

All invoices shall be in a format agreeable to the City of Norwalk (City). Invoices shall indicate breakdown of the weekly days and the hours worked. Overtime will be billed separately from the monthly service invoice. For purposes of this agreement, the work week shall commence with shifts beginning on or after 12:00am on Sunday and end the following Sunday at 12:00am.

Emergency rate applies to the hours between 4:00 PM and 7:00 AM Monday through Friday and all day on weekends and City holidays.

All services shall be billed at the hourly rates included in the bid, which shall be all inclusive. No additional charges shall be made for overhead, profit, fuel, travel or incidental expenses.

NOTE: Any hours not billed within the fiscal year will not be paid once the fiscal year has ended. The fiscal year is from July 1st to June 30th. Contractor billing submitted for services in the month of June will be accepted for payment no later than July 31st.

2.13 Termination for Default or for the Convenience of the Contracting Agency
Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever;

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work

2.14 Negotiated changes

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect

2.15 Contract Agreement(s) and Contract Period(s)

The selected proposer will be required to agree to and sign a formal written contract between the City of Norwalk and the proposer, prepared by the Law Department of the City of Norwalk. A sample of the contract, is provided in a separate section to illustrate the type of contract the City will use to contract for this project.

It is the intention of the City of Norwalk to enter into an agreement for three (3) years with the option of two (2), one-year extensions for a potential total contract length of five (5) years. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

There is no guarantee of any work or any amount of work for any year of the contract. The contract is subject to funding availability. The City is not liable for any pre-contractual expenses including but not limited to the cost of preparing a proposal, providing bonds and insurance, or any other expenses incurred by the Contractor prior to the notice to proceed and commencement of work.

2.16 Right of Set-Off

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

2.17 Duration of Proposals

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

2.18 Acceptance of RFP Content

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the

contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

2.19 Insurance Coverage Requirements

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The City of Norwalk Department of Transportation, Mobility and Parking (TMP) requests bids from qualified traffic signal contractors to provide supplemental and emergency on-call services for City-owned traffic signal equipment and ornamental street lighting. The City of Norwalk owns and operates over 80 traffic signals and maintains approximately 100 ornamental streetlights. The City's traffic signals contain a mixture of NAZTEC TS2/1 and 2070, ATC Commander controllers, Econolite and GridSmart video detection, AXIS PTZ network cameras, and Opticom preemption. Many of these traffic signals are connected to the City's fiber optic communication system.

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The City reserves the right to interview and specify key staff members on this project.

3. References/Statement of Qualifications: Provide four (4) most recent current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:
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5. Forms: Fully Completed Section 1 – Response Forms

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The Selection Committee intends to recommend the firm that, in its opinion, best meets the City's needs, not necessarily the firm with the lowest fees.

The anticipated selection schedule is as follows:

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Common Council Committee Review	October 2024
Common Council Review	October 2024

2.8 Criteria for Evaluating Proposal Submissions

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Criteria	Weight
Qualifications and Experience: - Respondent must demonstrate adequate experience in the following areas: qualification, general experience and technical competence of the project team - Experience, resources, and technical expertise with similar type/size project - Feedback from References with projects similar in size & scope	20%
Overall Impression of Proposal Organization, clarity, conciseness, and thoroughness.	20%

Criteria	Weight
• Approach to the scope of services and statement of works • Proposed project schedule	
Additional Considerations (applicable only when not in conflict with state or federal guidelines) • Qualifications such as a SBE, DBE, MBE, WBE... • Interview/Presentation	10%
Cost Proposal: Cost proposal should include any payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables ("milestones") to be completed for each payment to be deemed earned.	50%
Total Possible Points	100

2.9 Prime Proposer Responsibility

Firm's submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not subcontractor is to perform.

All corporate information required in this RFP must be included for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the prime proposer and any subcontractors in the event of contract award. Under this RFP, the City of Norwalk retains the right to approve all subcontractors.

2.10 Key Personnel

The personnel and commitments identified on any proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the City of Norwalk fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City of Norwalk. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City of Norwalk is unacceptable, shall be removed from the project pursuant to the request of City of Norwalk. The proposer will have Fourteen (14) Days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Norwalk.

2.11 Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the City of Norwalk for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

2.12 Payment & Invoices

All invoices shall be in a format agreeable to the City of Norwalk (City). Invoices shall indicate breakdown of the weekly days and the hours worked. Overtime will be billed separately from the monthly service invoice. For purposes of this agreement, the work week shall commence with shifts beginning on or after 12:00am on Sunday and end the following Sunday at 12:00am.

Emergency rate applies to the hours between 4:00 PM and 7:00 AM Monday through Friday and all day on weekends and City holidays.

All services shall be billed at the hourly rates included in the bid, which shall be all inclusive. No additional charges shall be made for overhead, profit, fuel, travel or incidental expenses.

NOTE: Any hours not billed within the fiscal year will not be paid once the fiscal year has ended. The fiscal year is from July 1st to June 30th. Contractor billing submitted for services in the month of June will be accepted for payment no later than July 31st.

2.13 Termination for Default or for the Convenience of the Contracting Agency

Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever;

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work

2.14 Negotiated changes

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect

2.15 Contract Agreement(s) and Contract Period(s)

The selected proposer will be required to agree to and sign a formal written contract between the City of Norwalk and the proposer, prepared by the Law Department of the City of Norwalk. A sample of the contract, is provided in a separate section to illustrate the type of contract the City will use to contract for this project.

It is the intention of the City of Norwalk to enter into an agreement for three (3) years with the option of two (2), one-year extensions for a potential total contract length of five (5) years. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

There is no guarantee of any work or any amount of work for any year of the contract. The contract is subject to funding availability. The City is not liable for any pre-contractual expenses including but not limited to the cost of preparing a proposal, providing bonds and insurance, or any other expenses incurred by the Contractor prior to the notice to proceed and commencement of work.

2.16 Right of Set-Off

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

2.17 Duration of Proposals

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

2.18 Acceptance of RFP Content

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the

contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

2.19 Insurance Coverage Requirements



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Greg Pacelli – Transportation Planner, TMP

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking
Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

REF: January 16th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation under Route 136 Rowayton Avenue – from Cudlipp Street to Pennoyer Street.

DATE: January 10, 2025

Memorandum

In the summer of 2024, the Department of Transportation, Mobility, and Parking successfully oversaw the construction of new concrete sidewalks and curbing along the state-owned portion of Rowayton Avenue, extending from Pennoyer Street to Cudlipp Street. This section, designated as State Route 136, was a critical part of the larger Rowayton Avenue Sidewalk Project, which also included improvements along the city-owned section from Cudlipp Street to Belmont Place.

Upon the completion of the State Route 136 Rowayton Avenue portion of the project, the city will take on the responsibility for maintaining these improvements, including the concrete sidewalks, concrete curbing, preformed thermoplastic crosswalks, Rectangular Rapid Flashing Beacons (RRFBs), and all other appurtenances not in accordance with State standards. These items are all further outlined the Maintenance Agreement (Attachment 1).

- a. Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation under Route 136 Rowayton Avenue – from Cudlipp Street to Pennoyer Street.

Account Numbers

0924 3750 5777 C0581

0924 3750 5777 C0649

Agreement No. 10.11-01(24)

MAINTENANCE AGREEMENT

BETWEEN

STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

AND

CITY OF NORWALK

THIS MAINTENANCE AGREEMENT ("Agreement") is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation ("CTDOT"), acting herein by its Commissioner or duly authorized designee, and City of Norwalk ("Municipality"), acting herein by its duly authorized official. CTDOT and Municipality each a "Party", collectively "Parties".

RECITALS

WHEREAS, City of Norwalk has requested permission of CTDOT to work within the Highway Right-of-Way (as hereinafter defined) located at Rowayton Avenue – from Cudlipp Street to Penoyer Street, to maintain concrete sidewalks, concrete curbing, thermal plastic crosswalks, RRFB's, and all other non- State standard appurtenances, (the "Project");

WHEREAS, CTDOT is willing to grant permission to City of Norwalk to complete the Project on the condition that Municipality agrees to maintain the Project after its completion subject to the terms and conditions of this Agreement; and

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

NOW, THEREFORE, subject to all the terms and conditions of this Agreement, and in consideration of the mutual covenants and agreements herein contained, CTDOT and Municipality agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following respective meanings:

Claims: All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Encroachment Permit: Encroachment Permit No. 3025694 that is issued by the appropriate CTDOT District exclusively to commence work on the Project.

Environmental Laws: Any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 *et seq.*, the Federal Oil Pollution Act of 1990, 33 U.S.C. Section 2701, *et seq.*, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. Section 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. Section 401 *et seq.*, and all rules and regulations of the United States Environmental Protection Agency, or any other State, local or Federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

Hazardous Substances: Any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

Highway Right-of-Way: Real property, reserved for State highway purposes, owned and controlled by CTDOT and containing the roadway, roadside, drainage systems or other appurtenances necessary for public travel.

Municipality Parties: A Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Municipality is in privity of oral or written contract and Municipality intends for such other person or entity to perform under the Agreement in any capacity.

Plans: The plans for the Project as approved by CTDOT.

Premises: The area in which the Project is located.

Project: Has the meaning given to it in the Recitals.

Records: All working papers and such other information and materials as may have been accumulated by Municipality in performing the Agreement, including but not limited to, documents, data, plans, subcontracts, books, accounts, computations, compensation, bills, invoices, drawings, surveys, designs, specifications, notes, reports, records, audits, publications, estimates, logs, diaries, summaries, memoranda, emails, text messages, calendars, correspondence, maps, photographs, or videos, kept, stored, or maintained in any form.

State: The State of Connecticut, including CTDOT and any office, department, board, council, commission, institution or other agency or entity of the State.

2. MUNICIPALITY WORK: MAINTENANCE.

A. Once the Project is completed, Municipality shall, at its own cost and expense, promptly maintain and restore the Project in compliance and accordance with the following:

- (i) CTDOT's maintenance standards as outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures" 1997 edition, as may be amended from time to time;
- (ii) requirements, if any, set forth in the Encroachment Permit;
- (iii) any directive or requirement by CTDOT; and
- (iv) All pertinent laws, ordinances, rules and regulations, whether State, Federal, or municipal.

Municipality shall seek a new encroachment permit from the appropriate CTDOT District for any further maintenance, restoration, or other activities related to the Project. Municipality shall complete any further maintenance, restoration, or other activities, to CTDOT's satisfaction. Municipality acknowledges that CTDOT may at any time inspect the Premises to ensure the Project continues to conform with CTDOT's maintenance standards and policies, that shall include, but not be limited to, protection of traffic at all times during all further maintenance, restoration, or other activities in accordance with the terms of the Permit and any subsequent encroachment permit.

B. Municipality shall be responsible to repair and correct, to CTDOT's satisfaction, any damage to State assets, including but not limited to, curbing, sidewalks, structures, vegetation, or any other appurtenances with the Highway Right-of-Way, caused by Municipality or any Municipality Parties while conducting the Project under this Agreement.

C. Municipality shall reimburse CTDOT for any and all costs and expenses of every name and description borne by CTDOT as a result of the Project including, but not limited to, investigation, inspection, maintenance, relocation, administration, legal and processing. Municipality further agrees that there shall be no exception to, exclusion from, or limitation of such reimbursement unless specifically set forth in a properly executed supplemental agreement written for this purpose. CTDOT has the right to claim and recover by process of law from Municipality such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors, defects or deficiencies regarding or relating to the Project.

D. Municipality assumes full responsibility for the accuracy of all of its work or that of any Municipality Parties and shall so indicate the same by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

E. Municipality shall record this Agreement (including any supplements thereto, if any) once fully executed in the land records of the Municipality, at no expense to CTDOT.

Municipality understands and agrees that failure to record the Agreement may result in CTDOT revoking the Encroachment Permit, CTDOT terminating the Agreement, or both, whichever is (are) deemed appropriate by CTDOT.

3. RELOCATION AND RESTORATION. In the event that CTDOT deems it advisable, convenient or necessary to design, redesign, construct, reconstruct, install or maintain any improvement, including, but not limited to, any drainage facility, sidewalk, utility, curbing or roadway, within the Premises, Municipality shall be solely responsible for the cost and expense of relocating or removing the Project as may be required by CTDOT as a result of such future activity. Any relocation site proposed by Municipality is subject to CTDOT's consent. Municipality waives any right to reimbursement of costs and expenses that it may have against CTDOT for any relocation or removal. In no event shall CTDOT be responsible for any damage incurred to either Municipality's property or the Project as the result of the removal or relocation. Upon the Term's expiration or earlier termination of this Agreement, the Project shall be removed and the Premises shall be restored by Municipality at its sole cost and expense to either its original condition or a condition as approved by CTDOT in its sole discretion. If Municipality fails to perform such removal and restoration after written notice from CTDOT, CTDOT may take steps to remove the Project and restore the Premises, and any costs incurred by CTDOT in doing so shall be reimbursed by the Municipality.

4. TERM. The term of this Agreement ("Term") shall commence of the Effective Date and continue until terminated in accordance with the provisions of this Agreement.

5. ENVIRONMENTAL LAW. Municipality shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, Municipality and Municipality Parties shall not allow others to store, generate or use any Hazardous Substances at, on, or under the Premises.

6. ENVIRONMENTAL EVENT AND ENVIRONMENTAL RECORDS RETENTION. Municipality, for a period of ten (10) years following the date of termination of this Agreement, shall maintain copies of all Records required by law to be generated by it with respect to environmental conditions on the Premises and of all incidents impacting same ("Event"). For purposes of this Agreement, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under State or Federal law. Within twenty-four (24) hours following the occurrence of any Event, Municipality shall notify CTDOT of same in writing. Said notification to CTDOT shall be in addition to, and not in lieu of, any and all other Record keeping and reporting requirements imposed upon Municipality by law. Upon written request by CTDOT, Municipality shall permit CTDOT to inspect any and all Records required to be maintained hereunder, and promptly shall provide CTDOT with such copies of same as CTDOT may request in writing, at no cost to CTDOT. Municipality hereby waives any claim of privilege that may attach to said Records.

7. INSURANCE. With respect to the operations performed by Municipality under the terms of this Agreement and also those performed by Municipality Parties, Municipality shall carry for the duration of this Agreement, and any supplements thereto, with CTDOT being named as an additional insured party for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to CTDOT. In the event Municipality secures excess/umbrella liability

insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, CTDOT and the State shall be named as an additional insured.

A. COMMERCIAL GENERAL LIABILITY

Municipality 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 Municipality and/or Municipality Parties, Municipality 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 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 the 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) CTDOT and the State, and (v) any other party with an insurable interest. If such insurance is required, Municipality shall obtain and submit the minimum coverage indicated above to CTDOT prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by CTDOT.

D. WORKERS' COMPENSATION

With respect to all operations Municipality performs, and all those performed for Municipality by Municipality Parties, Municipality and Municipality Parties contracted to perform operations, 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.

E. CERTIFICATE OF INSURANCE

Municipality agrees to furnish to CTDOT a Certificate of Insurance on form(s) acceptable to CTDOT, in conjunction with Items A, B, C, and D above, fully executed by an insurance company or companies satisfactory to CTDOT, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Municipality further agrees to notify CTDOT within five (5) business days of any cancellation or material insurance coverage change as required by this Agreement.

Municipality shall provide a copy or copies of all applicable insurance policies prior to the effective date of the Agreement, and whenever requested by the State subsequent to the effective date of the Agreement. The Municipality shall not begin performance under this Agreement until the delivery of the policy(ies) to CTDOT. In providing said policies, Municipality may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.

8. NOTICE. 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 (hardcopy) addressed to:

(i) when CTDOT is to receive such notice -

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

(ii) when Municipality is to receive such notice -

the person(s) acting herein as signatory for Municipality receiving such notice;

(b) be delivered in person, by email with acknowledgement of receipt, by United States Postal Service with return receipt requested by any method identified by the mailing standards of the U.S. Postal Service, or by recognized courier; 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) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties 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 is concluded pursuant to the adherence to this specification.

9. STATE OF CONNECTICUT REQUIRED PROVISIONS. The Parties agree that this Agreement is made subject to each and every requirement contained in the "State of Connecticut Required Provisions" set forth on EXHIBIT A, attached hereto and incorporated herein.

10. ENTIRE AGREEMENT. This Agreement, when fully executed by both Parties, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of State under the laws of the State of Connecticut. Each recital and exhibit referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein.

11. NO CHANGE OR MODIFICATION. No change or modification of any of the covenants, terms or provisions hereof will be valid unless in writing and signed by the Parties. Nothing herein shall prevent the Parties from amending this Agreement pursuant to the preceding sentence. There are no understandings or agreements of any kind between the Parties with respect to the subject matter hereof, verbal or otherwise, other than as set forth in this Agreement.

12. CONFLICT. In case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

13. SEVERABILITY. The provisions of this Agreement are severable and it is the intention of the Parties that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement will be given full force and effect as completely as if the part or parts held invalid had not been included therein.

14. COUNTERPARTS. This Agreement may be signed in counterpart copies, all of which, taken together, shall constitute but one and the same document.

15. EFFECTIVE DATE. This Agreement shall become effective and binding on CTDOT and Municipality as of the date it shall have been executed by CTDOT (the "Effective Date").

[Signature pages immediately follow.]

Agreement No. 10.11-01(24)

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their proper representatives, thereunto duly authorized, as of the Effective Date.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Garrett T. Eucalitto, Commissioner

WITNESSES:

Witness Signature:

Print Name:

By:

Donald Remson

Transportation Maintenance Director

Bureau of Highway Operations

Witness Signature:

Print Name:

Date:

STATE OF CONNECTICUT)

COUNTY OF) ss: New Haven

On this the 15th day of October, 2024, before me, the undersigned officer, personally appeared Donald Remson, who acknowledged himself to be Trans. Maint. Director of the Department of Transportation, State of Connecticut, and acknowledged the same to be his free act and deed as such and the free act and deed of the Department of Transportation, State of Connecticut, before me.

Commissioner of the Superior Court

Notary Public

My Commission Expires:

Agreement No. 10.11-01(24)

MUNICIPALITY _____

WITNESSES:

Witness Signature:

By: _____

Print Name:

Witness Signature:

Print Name:

Date: _____

STATE OF CONNECTICUT)

) ss: _____
COUNTY OF _____)

Personally appeared for Municipality, _____, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of _____, and his free act and deed as _____, before me.

Notary Public

My Commission expires _____

EXHIBIT A

State of Connecticut Required Provisions (Municipality Agreements) Rev. 8/2023

For the purposes of this document, references to “contract” or “Contract” mean this Agreement, references to “contractor” or “Contractor” mean the Municipality, and references to “Contractor Parties” mean “Municipality Parties”.

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

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

3. Disclosure of Records. Intentionally omitted – Not Applicable.

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

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

6. Termination for Convenience. Notwithstanding any provisions in this Contract, CTDOT, through a duly authorized employee, may terminate the Contract whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall notify

the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.

7. Tangible Personal Property. Intentionally Omitted – Not Applicable.

8. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Contract.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Contract. The Contractor shall not begin performance under this Contract until the delivery of the policy to CTDOT. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

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

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

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

13. **Protection of Confidential Information.**

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

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

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

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement, and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of CTDOT or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify CTDOT and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess, or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, CTDOT and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from CTDOT, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate (as defined in 45 C.F.R. § 160.103) of CTDOT.

14. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973,

concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

15. **Nondiscrimination.** Intentionally Omitted – Not Applicable.

16. **Health Insurance Portability and Accountability Act.** Intentionally Omitted – Not Applicable.

17. **Iran Investment Energy Certification.** Intentionally Omitted – Not Applicable.

18. Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

19. Large State Contract Representation for Contractor. Intentionally Omitted – Not Applicable.

20. Large State Contract Representation for Official or Employee of State Agency. Intentionally Omitted– Not Applicable.

21. Compliance with Consumer Data Privacy and Online Monitoring. Intentionally Omitted– Not Applicable.



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking

REF: January Agenda – Authorize the Mayor, Harry W. Rilling to execute an amendment to increase the Fuss and O'Neill contract by \$471,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements – Purchasing Project No. 4149 (Fifth Amendment)

DATE: January 10th, 2025

Memorandum

Fuss and O'Neill was the design consultant selected at the beginning of the Wall Street Corridor Improvement Project. Since the initial plan for betterments in the corridor, TMP, along with the consultant, has held numerous public engagement meetings, as well as gathered necessary data.

The overall project design and scope has grown in size, scale, complexity, and coordination. Since February 2022, the project has expanded to an estimated construction cost of \$29 Million dollars, encompassing several phases, many of which the City has been awarded various State and Federal funds to complete. A total of 18.65 MM in State and Federal Funding has been secured to date. The City continues to pursue additional grants to ensure the remaining phases will have money set aside for construction. This requires advancing Shovel Ready Construction Plans.

The proposed contract amendment is necessary; specifically, to meet Federal deadlines related to the obligations of 5.5MM Community Project Funding or risk returning federally

appropriated funds. As all of the 5.5MM Federal funding is now allocated to Phase II of this project after the completion of Phase I (the East Wall Street Landmark Square Safety Improvements), these specific Corridor improvements must be advanced now.

This proposal will specifically advance plans related to the 5.5MM Federal funding to Semi-Final Design (60%) and provide significant coordination with the Norwalk Transit District, CTDOT, MNRR among other stakeholders. The proposed contract is also necessary to advance State (Urban Action Grant) funding with plan development for a pedestrian easement to the rear of the USPS property connecting the Yankee Doodle Garage to Wall Street.

Transportation, Mobility and Parking has achieved significant milestones for the Corridor Improvement Project this past year including:

- A groundbreaking for Phase I (to be completed by the end of 2025);
- Completion of Yankee Doodle Garage Phase I Façade Improvements;
- Completion of 30% Design Plans for the entire Wall Street Corridor Project; and,
- Release of an Arch Visual Preference Survey with over 1250 responses at time of writing.

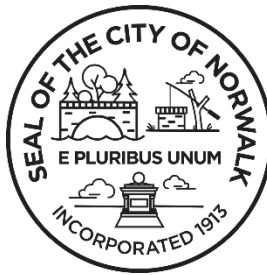
Amending Fuss & O'Neill's contract to design multiple phases (both Federally and State Funded) of the project simultaneously will ensure consistency of design, the creation of one holistic plan which covers the larger neighborhood, and best position the City to address the needs of grantors in a timely manner.

- a. Authorize the Mayor, Harry W. Rilling to execute an amendment to increase the Fuss and O'Neill contract by \$471,000 for Additional Transportation Engineering and Related Design Services for Wall Street Corridor Improvements

**Account No. 0924 3750 5777 C0824
0925 3750 5777 C0800**

A copy of the RFQ information for Purchasing Department Project Number No. 4149 – Design Services for the Wall Street Corridor Improvements, can be reviewed by following the link

<https://norwalkct.bonfirehub.com/opportunities/49217>



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

DEPARTMENT: _____

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

Check One:

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

TOTAL COST: _____ MUNIS Account: _____

VENDOR: _____

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

JUSTIFICATION:

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

December 18, 2025

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

Re: Amendment for Transportation Engineering and Related Services
 Design Services for the Wall Street Corridor Improvements
 Norwalk, Connecticut
 Fuss & O'Neill Reference No. 20210301.A10

Dear Mr. Travers:

At your request, we are pleased to provide this amendment in order to advance our design services scope associated with our agreement entitled "Design Services for the Wall Street Corridor Improvements" dated February 17, 2022. The table below depicts tasks Fuss & O'Neill seeks to amend due to the increase in the project size, modified design limits, next design phases to advance, and/or expanded scope.

Task	Wall St. Task Descriptions	Action
01	Preliminary Engineering & Survey	Amend – Additional Scope; see below
02	Traffic Operations and Safety Study	Complete
03	Stakeholder Meetings & Public Involvement	No changes - Active
04	Concept Design	Amend – Additional Scope; see below
05	Utility Notification Letter, Meetings & Coordination	Amend – Additional Scope; see below
06	Preliminary Design (30%) – Part 1	Complete
07	Geotechnical Services	No Changes - Active
08	Semi-Final Design (60%) – Part 1	No Changes - Active
09	Final Design (100%)	Voided – Reallocated funds to Task 6 in Task Amendment No. 3. Subsequent Amendment necessary to determine level of effort and fee when applicable.
10	Bidding Assistance & Design Services During Construction	Voided – Reallocated funds to Task 6 in Task Amendment No. 3. Subsequent Amendment necessary to determine level of effort and fee when applicable
11	Wall Street LOTCIP Application Assistance	No Changes - Active
20	Preliminary Design (30%) – Part 2	Added as part of TA No. 4 - Complete
21	Semi-Final Design (60%) – Part 2	New – See Below
30	USPS – Design Development (DD)	New – See Below

Task	Wall St. Task Descriptions	Action
Task	East Wall St. Task Descriptions	Action
100	Utility Notification, Meetings & Coordination	Complete
200	Final Plans For Review (90%)	Complete
300	Final Design (100%)	Complete
400	Construction Documents	Complete
500	Contingency	Complete

Throughout the project design duration, the overall project has increased in size, complexity, and coordination. Since February 2022, the project has expanded to a construction cost of approximately \$28,900,000 encompassing several phases, many of which the city has been awarded various State and Federal funds to help build segments of the project while seeking additional grants to ensure the remaining phases will have money set aside to construct those areas in the future.

During the Fall and Winter of 2024, Fuss & O'Neill completed the Preliminary Design (30%) – Part 2 submission for the scope and project limits described within Task Amendment No. 4. This amendment (TA #5) requests an additional amount of funds necessary to complete the next design phase (Semi-Final Design 60% – Part 2) for the project limits identified below and for the following scope of services described hereafter.

Background

Semi Final Design (60%) – Part 2

Fuss & O'Neill will develop a Semi-Final Design (60%) package for the modified project limits shown in *Figure 1*. See *Attachment 1* for an updated project phasing / funding earmark graphic associated with the SFD advancement. Described on the following pages are design components, analyses, supplemental investigations, and additional data that will be conducted in order to produce a SFD package to CTDOT standards.

Project Limits

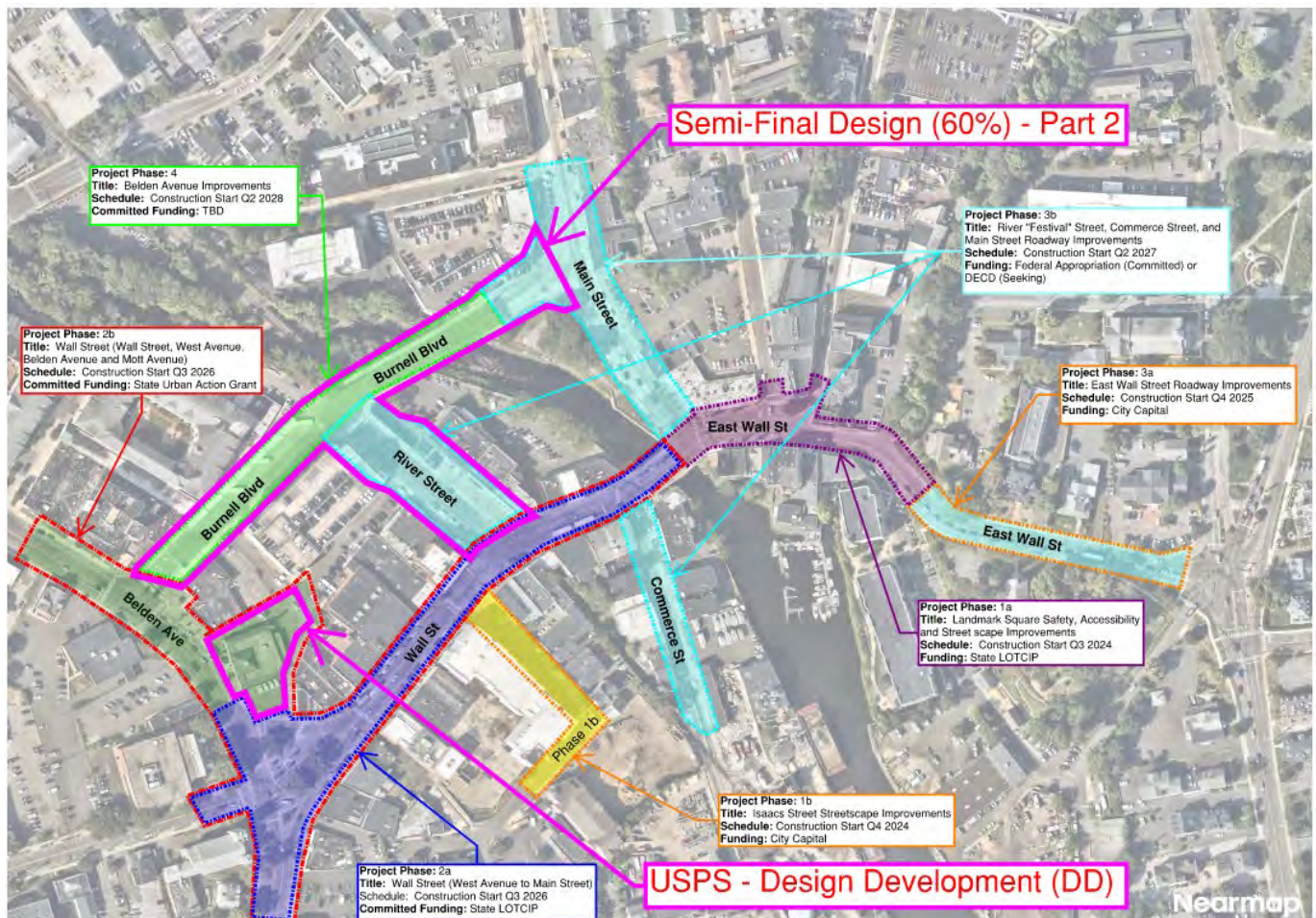


Figure 1 – Semi-Final Design (60%) – Part 2 & USPS Design Development (DD) Project Limits

Concept Design

- 1) F&O will develop 3D rendering images listed within Task 4 in order to better facilitate the proposed conditions during the third and final public charrette.

Utilities, Meetings & Coordination

- 1) Conduct additional coordination meetings with the Norwalk Transit District during the development of the Burnell Boulevard and River Street SFD phase.
 - a) Coordination is through SFD only.
 - b) Meetings will consist of providing project status updates, understanding where the NTD resides on current analyses they're performing, review and discuss design elements, adjustments, and/or

Mr. James Travers
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detailed components surrounding their facilities on Burnell Boulevard and throughout the project area.

- 2) Conduct various progress design meetings with the city (i.e. TMP, DPW, MNR, CTDOT, etc.) to review streetscape elements, street furniture, hardscape materials, transit components, rail necessities, etc. in order to continue enhancing the 60% design details, plans, and bid cost estimate items.
- 3) Conduct a separate utility field meeting for necessary NTD equipment adjustments, modifications, and/or power supply and telecommunication / ITS requirements.

Semi-Final Design Plans, Details, Analyses, and Reports

The SFD package will include time to properly advance, further annotate, plot, and present the plans to depict various construction funding limits or earmarks based on the city's current list of State and/or Federal funding platforms, *Attachment 1*.

- 1) Fuss & O'Neill will advance the Preliminary Design (30%) drawings for the project limits shown within *Figure 1* as well as develop additional drawings necessary to advance the overall design to 60%. Additional plans will consist of:
 - a) Grading Plans
 - b) Streetscape, Hardscape, Landscape Plans (as applicable)
 - c) Electrical Design Plans
 - d) Photometric Plans
 - e) Traffic Signal Plans
 - i. F&O will include time to re-design the intersection of Isaac Street at Wall Street since during the Task Amendment No. 4 development it was assumed this signal would be removed and only a few hours were included to complete OSTA's signal removal application. It was also assumed within Task Amendment No. 4 that the Developer would conduct the signal warrant analysis and review all additional trips to the network at this intersection to determine roadway and traffic impacts.
 - f) Maintenance and Protection of Traffic Plans
 - g) Cross Sections
- 2) Analyze the Burnell Boulevard bridge in order to develop design details for HMA removal, sidewalk and curbing replacement, structure preparation as well as the identification of necessary items or materials, and specifications. Additionally, F&O will conduct a load rating analysis due to the expanded and/or modified sidewalks.
- 3) Fuss & O'Neill will perform drainage analyses (hydrologic and hydraulic) and a photometric analysis. F&O will advance the overall Project Design Report in order to integrate additional findings and design investigations such as the structural results, transit studies, and/or drainage analyses.

Permitting

Fuss & O'Neill will coordinate directly with NTD, Metro North Rail, and CTDOT Rails to determine the necessary permits, agreements, and/or approvals that must be sufficed throughout the latter portion of the design phase.

USPS – Design Development (DD)

Fuss & O'Neill will develop a Design Development (DD) package advancing several of the requests communicated by Letitia Russel with the United States Postal Service (USPS) 'Letter to Requestor – Required Submittals – 10-4-24' dated October 4, 2024. Described below are design components, analyses, supplemental investigations, and additional data that will be conducted in order to produce a DD package for the USPS review.

Preliminary Engineering & Survey

- 1) Expand the property boundary and topographic survey within the USPS parcel in order to generate the requested mapping and easement requirements for the proposed conditions.

Utilities, Meetings & Coordination

- 1) F&O site/civil staff, structural staff, as well as electrical staff will conduct one authorized site visit at the USPS to evaluate the existing dock conditions, investigate potential modifications, and gather enough information to generate the required engineering and construction details and documents.

Design Development (DD) Plans, Details, and Reports

- 1) Develop working engineering and design development drawings as well as narratives to the suffice the requirements and requests within the above-referenced letter from Letitia Russel. The structural and electrical engineering components to the DD plans and details will be related to the expansion of the loading dock and overhead canopy that attaches to the existing building. It is our intention to utilize similar materials and construction methodologies as the existing building currently employs. This effort may require review of original design documents for the building and limited, exploratory investigation to better the configuration of the building materials and the methods that connect the various structural elements together.

Scope of Services

SEMI-FINAL DESIGN (60%) – PART 2

Task 04 – Concept Design

3D Enlargement Plans

- F&O will develop a new 3D model and subsequent rendering images for the intersection of Burnell Boulevard at Main Street due to the removal of the originally proposed roundabout.
- F&O will develop a 3D model and subsequent rendering images for River Street. Three site specific areas within River Street will be enhanced with enough detail to generate ground level panoramic views utilizing QR codes for presentation purposes.
- F&O will update the 3D model and renderings of the SFD (60%) intersection of Mott / Wall / Belden / West as well as develop a 3D rendering model of the Yankee Doodle Garage connection adjacent to the USPS.

Mr. James Travers
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Page 6

- All areas will also be developed for the presentation material at the third and final public charrette.

Task 05 – Utilities, Meetings & Coordination

Meetings

- Attend 2 virtual coordination meetings with the Norwalk Transit District.
 - Coordination is through SFD only.
- Attend 2 virtual coordination meetings with CTDOT Rails and/or the MNRR.
 - Coordination is through SFD only.
- Conduct 3 virtual and 1 in-person design progress meetings with TMP as well as our transit sub-consultant.
- F&O will meet with utility and NTD representatives specific to Burnell Boulevard to discuss necessary NTD equipment adjustments, modifications, and/or power supply and telecommunication requirements.
 - 1 meeting is anticipated during the SFD phase.

Task 21 – Semi Final Design (60%) – Part 2

Respond to PD Comments

- F&O will develop a comprehensive Response to Comments (RTC) document addressing comments from various State agencies, the Norwalk Transit District, Metro North Railroad, and City departments in regards to the Preliminary Design (30%) previously established for River Street and Burnell Boulevard to progress these designs into the Semi-Final Design (60%) phase. It is assumed that all PD comments will be provided at prior to the initiation of SFD design.

Roadway: Semi-Final Horizontal and Vertical Design

- F&O will advance the proposed geometry, horizontal alignments, and vertical baselines for both roadway segments within the project limits.

Roadway: Advancement of PD Plans

Fuss & O'Neill will advance the Preliminary Design drawings to that of a 60% design submission. The PD plans that will be advanced are:

- Cover Sheet
- General Notes & Legend Plan
- Index Plan & Boring Locations
- Boring Log Sheets (if applicable)
- Existing Conditions Plans
- Miscellaneous Details
- Typical Cross Sections
- Roadway Plans

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- Streetscape, Hardscape, Landscape plans (if applicable)
- Roadway Profiles
- Drainage and Erosion & Sedimentation Control Plans
- Utility Plans
- Signing and Pavement Marking Plans
 - o F&O will coordinate signing requirements with the city and NTD and determine tentative locations of the proposed signing. All signing details and locations will be included in the project plans and documents during the SFD phase.

Roadway: New Plans

Grading Plans

- Draft proposed contours will be generated to evaluate and address drainage concerns throughout the roadway corridors

Cross Sections

- F&O will develop cross sections at critical areas along each corridor and/or at approximately 50 foot intervals. Known utilities will be shown at assumed elevations (unless field verified) in each section including but not limited to storm, sanitary sewer, gas, electric, telecommunications, and water facilities.

Traffic: Signal Design and MPT, Staging, and/or Detour Development

Traffic Signal Plans

- Major traffic signal modifications are required at the Burnell Blvd and Belden Avenue intersection due to the one-way to two-way conversion.
 - o Our design will include a preliminary above-ground vehicular and pedestrian signal equipment layout, to be reviewed and approved by the City/CTDOT and used for utility coordination. The signal plan will be provided at a scale of 1 inch = 40 feet, unless otherwise noted, and will depict sidewalk ramps, proposed pavement markings, vehicle detection zones, phasing or timing information, construction notes, system information, and/or technical notes.
 - o The SFD submission will not include electrical design components or any standard details, cross sections, load analyses, or specifications.
 - o Submission to OSTA for the above-mentioned signal replacement will not take place until after the Final Plans For Review (90%) design phase.
- A full traffic signal replacement is required at the Isaac Street and Wall Street intersection due to newly established proposed developments being built within the adjacent areas.
 - o Our design will include a preliminary above-ground vehicular and pedestrian signal equipment layout, to be reviewed and approved by the City/CTDOT and used for utility coordination. The signal plan will be provided at a scale of 1 inch = 40 feet, unless otherwise noted, and will depict sidewalk ramps, proposed pavement markings, vehicle detection zones, phasing or timing information, construction notes, system information, and/or technical notes.

Mr. James Travers
December 18, 2024
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- o The SFD submission will not include electrical design components or any standard details, cross sections, load analyses, or specifications.
- o Submission to OSTA for the above-mentioned signal replacement will not take place until after the Final Plans For Review (90%) design phase.
- Submit SFD plans to the utility companies for review.

Maintenance and Protection of Traffic (MPT) and Detour Plans

- Construction phasing and associated lane usage and dimensions for various project phases will be developed during the Semi-Final Design phase. Plans will be in conformance with the Manual on Uniform Traffic Control Devices.
- Draft temporary traffic control plans / staging plans will be developed during the Semi-Final design phase.
 - o It is anticipated 6 construction stages will be developed during the SFD phase in order to develop an initial set of construction sequencing. 80 hours have been allocated to this task to generate draft staging plans.
 - o Sign layout, pedestrian, business, and annotation detailing (dimensions, drums / cone spacing, etc.) will not be enhanced until the 90% phase.
- Draft detour plans will also be generated to accompany the MPT / Staging plans if necessary.
 - o 40 hours have been allocated to this task to generate draft Detour plans, if necessary.
 - o Sign layout, annotation detailing (dimensions, drums / cone spacing, etc.) will not be enhanced until the 90% phase.

The overall intent of the draft MPT, Staging, and Detour Plans is to initiate a discussion and facilitate a consensus on the anticipated phasing and constructability of the overall project as it relates to traffic, transit, and emergency vehicle impacts.

Drainage: Draft Stormwater Management Report & Design

- Perform necessary Stormwater discharge calculations required by the City of Norwalk (i.e. – a 25-year storm analysis), CTDOT and/or CTDEEP to prepare a Stormwater Management Report that will assess the storm drainage systems hydraulic capacity. Burnell Boulevard and River Street stormwater modeling, analyses, and calculations will be integrated into the Task Amendment No. 4 project areas.
 - o **Hydraulic Analysis** – This analysis will be completed using Bentley System's StormCAD computer program. The results will be compiled utilizing the following analyses:
 - A drainage area delineation map
 - Gutter flow analysis
 - Inlet and conduit capacities
 - Hydraulic grade line (HGL) calculations
 - It is assumed that F&O will utilize the existing discharge locations into the Norwalk River such as invert and pipe sizes for the proposed improvements.
 - ✓ New pipe discharge locations or changes to the existing pipe sizes, if required, are not included within this agreement.
 - o **Hydrologic Analysis** – Both existing and proposed conditions will be modeled and compared using the HydroCAD© computer program. This program uses the Rational Method or the Soil

Conservation Service (SCS) curve number method to develop hydrographs that can compare pre- and post-project conditions.

- F&O will advance the layout of structures, outlets and pipes as well as incorporate the top of frame and invert elevations on the Drainage and Erosion & Sedimentation Control Plans. Structures and pipes without labels will be drafted onto the project Profiles and Cross Section Plans.
- Provide water quality treatment to meet the city and/or CT DEEP requirements if necessary.
- Incorporate the Semi-Final Design (60%) – Part 1 and Preliminary Design (30%) – Part 2 design plans and stormwater analyses to properly size the stormwater drainage network on Burnell Boulevard and River Street.

Structural

Burnell Boulevard Bridge Load Analysis

- Burnell Boulevard Bridge is DOT bridge number 4046. It carries two lanes of traffic and two sidewalks over the Norwalk River and the Metro North Railroad, and was built in 1965. The bridge superstructure consists of 3 spans of weathering steel plate girders over the river, and 1 span of adjacent prestressed beams over the metro north tracks.

The latest posted load rating on this structure is not up to current standards and a new load rating of the existing structure will need to be completed before additional loads can be added to the structure. This rating will be in AASHTOWare's BrR software package and be done in accordance with CTDOT's latest load rating manual and all applicable AASHTO criteria. The rating will include an as inspected rating of the existing structure, as well as an as-designed rating for the new proposed structure. The as-inspected rating will draw from the latest available bridge inspection report, and a new inspection will not be undertaken for the purposes of this analysis. If the as-inspected rating indicates that existing steel deterioration has reduced the load carrying capacity of the structure, the work to repair these deficiencies would be extra work outside of this scope and would be negotiated separately.

Architectural: Streetscape, Hardscape, and Landscape Design, Details, & Plans

- F&O will progress the streetscape design for the following elements within the project area. We will work with City Staff to finalize the hardscape, tree selections and site furnishings for the streetscape components. It is anticipated separate Streetscape and Landscape Plan Sheets will be developed.
 - o Features including the amenity zones and/or hardscape buffer areas, sidewalk / plaza areas, green infrastructure, streetscape elements, and site furniture (such as benches, receptable cans, and/or bike racks) will all be advanced.
 - o A Planting Plan depicting street tree locations, species type and groundcover/perennial plantings will be developed if necessary.
 - o Construction details for the streetscape elements and plantings will be enhanced and/or developed for the above-mentioned components.

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Transit: Norwalk Transit District

- F&O will evaluate, compile, and depict transit details associated with bus shelters, benches, lighting, and pedestrian crosswalk areas spanning Burnell Boulevard.
- F&O will locate potential locations for ITS and security infrastructure such as CCTV cameras or on-demand bus stop location boards. F&O will utilize Task 5 to determine power supply for these devices but the design implementation of these devices and connection to NTD platforms are not included in this design at this stage.
- F&O will also note the removal and disposal of the existing NTD canopies within the utility or construction drawings. Time is included in Task 5 during the utility meeting specific to Burnell Boulevard to field verify and identify the necessary equipment, wiring, cabling, etc. that must be accounted for and removed during this removal process.
 - o The determination and/or design of new canopies are not included. It is assumed per the meeting on December 6, 2024 with NTD that bus shelters only will suffice.
 - o Additionally, due to FTA and Transit best practices, the integration of any bus stop or transit infrastructure on the Burnell Boulevard bridge is not included.

Lighting: Electrical Design & Photometric Analysis*Electrical Design*

- Integrate light fixtures (Historic Roadway & Historic Waypointe) throughout Burnell Boulevard.
- Develop a lighting design for River Street and the selected overhead lighting design.
- Investigate, analyze, and provide power to both roadways.
- Portray component details such as lamps, reflectors, optics, angle of cutoff, supports, poles and include manufacturers catalog cuts within the miscellaneous drawing sheets (MDS).
 - o Foundation, trenching / conduit, splicing, service cabinet (if necessary), and handhole details for light supports will be provided as well.
- Coordinate with the city's power utility company to establish an electrical service on site.
 - o It is assumed the service will entail a standalone electrical cabinet mounted on a concrete pad. An electrical meter will be mounted on the exterior. The cabinet will house a power panel and necessary controls for site power. Spare conduits will be stubbed out of the concrete pad for future access to the electrical enclosure, as necessary.
- Special provisions for all lighting elements and features outside the Connecticut Department of Transportation (CTDOT) Form 818 will be provided during the Final Plans For Review (90%) design phase.
- Coordinate with the project team to incorporate all lighting components into the construction estimate.
- Locations and description of proposed light fixtures will be shown on the electrical design (ELE) as well as photometric (LUM) plans.
 - o Conduit locations, sizes, power / conductors, and control wiring design will be displayed on the electrical design (ELE) plan.

Photometrics

- Calculations will be performed with available photometric data corresponding to all new roadway and/or pedestrian decorative light fixtures within the project area. Existing conditions will not be analyzed, only proposed improvements which will be integrating the Historic Roadway & Historic Waypointe light fixtures as well as the canopy lights on River Street. The photometric plan (LUM) will include the following:
 - o The following measures of maintained horizontal illuminance in footcandles:
 - Maximum
 - Minimum
 - average; and
 - average to minimum uniformity ratio
 - o A photometric plan showing the proposed footcandle readings based on 10 foot by 10 foot grid due to the proposed decorative roadway and/or pedestrian light fixtures
 - o Design lighting levels shall meet minimum IESNA, FHWA, and/or AASHTO recommended horizontal illuminance levels or higher lighting levels as defined by the owner, but not to exceed city regulations.

Bid Package

- F&O will prepare a draft table of contents (TOC) indicating all anticipated special provisions for necessary pay items. Technical specifications for these special provisions will not be developed during the SFD phase.
- The city does not need to provide the front end boilerplate materials to F&O at this time. F&O will not develop a unit cost bid tabulation form or elements such as a Calendar Day Chart until the subsequent design phase. F&O will not create a coordinated bid package with the city until the 90% design phase.

Semi-Final Design Construction Cost Estimates

- Generate separate SFD construction costs for each roadway based on available and recently awarded State & Federal projects.
- F&O will update and submit quantity computations and the anticipated construction estimate for the project.

Semi-Final Design Report

- The Preliminary Design Report (Part 1 & 2) will be advanced and updated to include the latest information, schedule, and construction cost.

Semi-Final Design Submission

The Semi-Final Design Submission including the City and any applicable reviewing agencies will receive following materials in Portable Document Format (PDF):

- Electronic copy consisting of:
 - o Cover Sheet

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- o General Notes & Legend Plan
- o Index Plan & Boring Locations
- o Boring Logs (if applicable)
- o Existing Conditions Plans
- o Miscellaneous Details
- o Typical Cross Sections Plans
- o Alignment & Curb-Tie Plans
- o Roadway Plans
- o Profiles
- o Drainage and Erosion & Sedimentation Control Plans
- o Grading Plans
- o Streetscape, Hardscape, Landscape Plans
- o Electrical Design Plan
- o Photometric Plan
- o Utility Plans
- o Signing and Pavement Marking Plans
- o Traffic Signal Plan
- o Maintenance and Protection of Traffic Plans
 - Detour Plans, if necessary
- o Cross Sections
- Electronic copy of Special Provision TOC's
- Electronic copy of Semi-Final Design Construction Cost Estimates
- Electronic copy of Semi-Final Design Report
- Electronic copy of Draft Stormwater Management Report

Post-Submission Tasks

- Provide Plans to Utility Companies & Conduct Second Field Utility Meeting
- SFD Review Meeting

TASK 12 – Permitting & Regulatory Coordination

OSTA (Office of the State Traffic Administration) Signal Application

F&O will not submit an application and the SFD signal plans for the Burnell at Belden Avenue signal modifications to OSTA for review until after the FPFR (90% design) is complete.

State, Federal and/or Rail Permits

F&O will evaluate existing environmental conditions at the site, potential impacts to regulated resources relative to the proposed activities, and determine required local, state, and federal environmental permits and approvals in addition to necessary transit and rail approvals based on design modifications being proposed on both Burnell Boulevard and River Street. These determinations will be compiled through various coordination efforts, meetings, and/or communication with key contacts at these applicable agencies.

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It is anticipated that permits and/or approvals will not be initiated until the Final Plans for Review (90%) design phase, when more detailed plans, analyses, and reports are completed. A scope and fee for these services will be provided in the next task amendment.

This task includes regulatory coordination to confirm the required permits and approvals that would be initiated during the Final Plan for Review (90%). F&O will update the 60% overall project Design Report and provide a list of required permits that will be completed in the subsequent design phases.

City of Norwalk

F&O will coordinate with the city of the Norwalk to determine City permitting requirements for the proposed improvements to the USPS property. It is anticipated that permits and/or approvals will not be initiated until the Final Plans for Review (90%) design phase, when more detailed plans, analyses, and reports are completed, if required. A scope and fee for these services will be provided in the next task amendment, if required.

Assumptions – SFD (Part 2)

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

1. If applicable, all assumptions within the February 17, 2022 agreement apply.
2. F&O will submit one holistic Stormwater Management Report as well as project Design Report at the end of SFD 60% Parts 1 and 2.
3. The Final Plans For Review (90%) design phase or Final Design Submission (100%) are not included in this agreement.
4. Additional permits may be identified and evaluated after the SFD phase due to the various State & Federal funding sources involved with construction as well as the proposed improvements established during the SFD phase.
 - Permits identified in Task 12 during the SFD phase will not be initiated or advanced until the subsequent design phase (90% design).
5. Coordination with the Norwalk Transit District, Metro North, CTDOT Rails, etc. is through SFD. Additional coordination time will be integrated into subsequent design phases under separate agreements.
6. The project bid package including State and/or Federal requirements (i.e. – CHRO, DBE / SBE, etc.), boilerplate information, calendar day chart, technical specifications, etc. will be initiated in the subsequent design phase.

Task	Description	Basis	Fee
04	Concept Design	Lump Sum	\$32,000
05	Utilities, Meetings & Coordination	Lump Sum	\$37,000
12	Permitting	Lump Sum	\$10,000
21	Semi Final Design (60%) – Part 2	Lump Sum	\$326,000
	TOTAL LUMP SUM FEE		\$405,000

USPS – DESIGN DEVELOPMENT (DD)

Task 01 – Preliminary Engineering & Survey

Property Boundary and Topographic Survey: N/F U.S. Government – 2 Belden Avenue

The local land records will be researched for mapping, title, and utility information pertinent to the United States Postal Service parcel and abutting properties.

Horizontal control for the survey will be based on the North American Datum of 1983 (NAD 83) and vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). Iron pins or another form of permanent point will be set on all control points.

By field survey, boundary features such as the following will be located: property and street right-of-way monumentation, iron pipes and pins, stone bounds, walls, fences, tree lines, hedge rows, buildings, sheds, driveways, paths, edge of roads, edge of parking, walks, visible signs of utilities, etc.

Visible evidence of encroachments and/or easements will also be located and depicted within the survey. Field locations of property boundaries will be compared to title information. Any discrepancies will be resolved or depicted on the plan.

Preparation of the following material will be developed as required by the USPS:

- A) A narrative outlining the legal description of portion of U. S. Postal Service property to match the Stamped Survey required in Item B below. Submittal of the legal descriptions for each taking, easement or right-of-way will be separate 8 ½ x 11 pages, if requesting multiple easements.
- B) Generate stamped / certified survey and/or site plans depicting U. S. Postal Service property and labeled as follows:
 - a. Metes and bounds identifying the easement areas and taking areas matching the legal description.
 - i. Currently we are illustrating two (2) separate easements and three (3) separate releases
 - b. Total area of the easements and takings in square footage.
 - c. Implement the required unique color code or hatching identifying each easement area and taking area; and,
 - d. Individual or separately labeled parcel numbers or identifiers to reflect each taking or easement
- C) For the fee simple sale for a ROW, we will provide a legal description for a new deed to be created by appropriate legal entities for the remaining U. S. Postal Service property less the ROW parcel being sold that will be recorded at the same time as the ROW parcel.
- D) Provide an aerial photo on an 8 ½ x 11 or 11 ½ x 17 showing the U.S. Postal Service property and boundaries with an overlay of the location of the easement parcel(s) identified. The location and size of the parcel and the size must be scaled to the aerial photo.

The above-mentioned plans and field survey will be prepared in accordance with the accuracies of a Class A-2 Property/Boundary Survey as defined in the "Standards for Surveys and Maps in the State of Connecticut," prepared and adopted by the Connecticut Association of Land Surveyors, Inc., June 21, 1996; Amended October 26, 2018.

Task 05 – Utilities, Meetings & Coordination

Meetings

- Perform one site visit to evaluate the existing dock conditions, investigate potential modifications, and seek to gather enough information to generate the required engineering and construction details and documents.
 - o Site / Civil engineer
 - o Structural engineer
 - o Electrical engineer

Task 30 – USPS – Design Development (DD)

This stage of the project will advance the conceptual plans developed in September 2024 titled "Post Office Site Improvements Plans – Optimized Parking Lot Layout" by Fuss & O'Neill for USPS's initial review and operational modifications. The intent of the Design Development submission is to:

- 1) Develop working engineering and design development drawings for the proposed work to be performed on the USPS property as well as engineering and design development drawings of mitigation and protection measures to cure any impact to U.S. Postal Service operations and staff, and the general public.
- 2) Generate a narrative clearly defining all the work being performed within the easement area being requested.
- 3) Produce a narrative and/or plan for providing USPS continuous access to the property during the construction process.
- 4) Create a narrative and/or plan for restoration or cure of the property upon completion.
- 5) Detail an expected start date and project duration of the project, and more specifically, a date by when the easement agreements are expected to be executed.

All plans will be provided at a scale of 1 inch = 20 feet, unless otherwise noted.

Technical Plans

- **Site Preparation Plan** - We will prepare the Site Clearing/Preparation Plan for the project site. Special attention will be paid to existing operations, to the greatest extent possible. We will coordinate the abandonment of existing utilities and the protection of other utilities to remain.
- **Erosion and Sedimentation Control Plan** - We will prepare an Erosion and Sedimentation Control Plan, construction sequence, and associated details as required by the USPS. These measures will be developed to the standards set forth by the City of Norwalk and CTDEEP's 2024 Connecticut Guidelines for Soil Erosion and Sediment Control.

- **Site Layout Plan** – We will prepare this plan to depict proposed features that will be visible after construction. These features include, but are not limited to, parking areas, access drives, walkways, regulatory/traffic signage, loading / unloading dock modifications, surface utility adjustments, etc. As required, dimensions will be added to the Layout plan to specify key measurements (e.g., drive aisle widths, curb radii, etc.).
- **Delivery / Truck Turning Plans** – We will enhance any previously truck and/or delivery turning analyses using Transoft Solution's AutoTURN for AutoCAD to verify that design vehicles, such as delivery and/or Fire Trucks, can safely navigate the proposed site.
- **Grading and Drainage Plan** – We will prepare the Site Grading and Drainage Plan. To the extent possible, existing grades, drainage features and patterns will be retained.
- **Site Utility Plan** – The Site Utility Plan will depict any minor water, gas, sanitary, electric, etc. adjustments, if applicable. The relocation of existing building services and utility mains are not included in this scope and if significant utility rework is found to be necessary a scope and fee for these services will be provided in the next task amendment.
- **Site Details** – Erosion control, stormwater, utility, structural, electrical, and other site details will be included in the DD plan set to supplement the plans described above. Where appropriate, call outs and notes will be added to the details to specify select technical information. The electrical modifications will be limited to the power supply for the loading docks, the overhang satellite, and the flood light. See image on the following page.
- **Structural Plans and Detail for loading dock and Canopy Modification** – We will prepare canopy modification plans for its foundation and roof framing members. The associated details will include attachment to the existing building and an extension of the existing concrete loading dock.

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DD Construction Cost Estimate

F&O will prepare a Design Development construction estimate. The DD estimate will be based on the most recently available CTDOT Highway Cost Estimation Software, RSMeans construction cost data, and/or recent project bids of similar nature.

Design Development (DD) Submission

The DD Submission to USPS will include the following materials in Portable Document Format:

- Electronic copy consisting of:
 - o Cover Sheet
 - o General Notes & Legend Plan
 - o Index Plan
 - o Existing Conditions Plans
 - o Site/Miscellaneous Details
 - o Site Preparation Plan
 - o Erosion and Sedimentation Control Plan
 - o Site Layout Plan
 - o Grading and Drainage Plan

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- o Utility Plan
- o Delivery / Truck Turning Plans
- o Structural Plans including canopy foundation plan, canopy roof framing plan, canopy foundation and roof framing details, and loading dock details
- Electronic copy of the DD Construction Cost Estimate
- Right-of-Way Maps, Narratives, and all applicable information listed above

Assumptions – USPS (DD)

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

1. If applicable, all assumptions within the February 17, 2022 agreement apply.
2. No building, zoning, encroachment, or other permitting support, apart from items specifically described in the design development phase, is included in this proposal.
3. No local, state, or federal wetlands involvement/application is anticipated.
4. No warranty, or guarantee, is expressed or implied concerning the granting of permits or approvals required for this project. In addition, Fuss & O'Neill has no control over the timelines for review and action by regulatory agencies.
5. The cost to prepare additional presentation materials (e.g., photo simulations, 3D color renderings, perspectives, etc.) beyond the deliverables prepared as part of the permit application packages is not included in this Agreement.
6. City of Norwalk will provide Fuss & O'Neill with a current title report for the USPS property having a commitment date within 90 days of authorization of this agreement.
7. The City of Norwalk will be responsible for providing an updated title report prior to final approval of easements and/or takings over USPS property.
8. The City of Norwalk will be responsible for coordinating access over USPS property for all F&O field staff and equipment for the duration of the project.
9. Periods of adverse weather could impact the ability to perform field work which therefore could delay the completion of the survey. Field survey can be performed during a time period when there is no ground frost and/or minimal snow cover.
10. It is assumed the city will coordinate with the post office to allow site access (if required).
11. Storm and sanitary structures will be clear of any snow or debris obstructing the pipe inverts. Storm and sanitary invert elevations at structures filled with snow or debris will not be obtained. Revisiting the site to obtain storm and sanitary inverts in structures that have had snow or debris removed will be considered additional.
12. CCTV services of the existing stormwater system within the project area or a dye test will not be conducted to validate the existing stormwater network.
13. Utilities will be compiled from field information as well as existing record mapping. The use of ground penetrating radar (GPR) to locate underground utilities will not be performed as part of this task. If the use of GPR to locate underground utilities is required, it will be provided under a separate agreement.
14. The actual field location of monumentation agrees with record information within an allowable tolerance.
15. Iron pins will not be set at property corners that are not currently monumented.

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16. The city will provide the USPS the following information:
 - A title search report
 - Tax map with USPS property identified; and,
 - A copy of the recorded deed and legal description
17. The city will also provide a current appraisal for the acquisition / easement area(s).
18. Subsequent comments and/or coordination for modifications to the development release / taking maps will require an additional amendment during the Construction Document (CD) phase of the site / parcel.
19. Lighting design and/or lighting analyses for the entire USPS property is not included within the DD scope. Design is specific to the electrical and telecommunication relocations associated with the dock and its' overhang.
20. The advancement of site / civil Construction Documents (CD) will be provided under a separate agreement once all comments are received from the DD submission.
21. A site-specific drainage report or memorandum and / or associated analyses are not part of the design USPS development package. If it is determined a site-specific drainage report or memo is required a scope and fee for these services will be provided in the next task amendment.
22. Stormwater infiltration testing is not proposed. If this information is determined to be required, an amendment for these services will be provided at that time.
23. Geotechnical investigations/study(ies), pipe video inspections and/or exploratory excavations are not included in this proposal.

Task	Description	Basis	Fee
01	Preliminary Engineering & Survey	Lump Sum	\$18,000
05	Utilities, Meetings & Coordination	Lump Sum	\$8,000
30	USPS – Design Development (DD)	Lump Sum	\$40,000
	TOTAL LUMP SUM FEE		\$66,000

Fees

Fuss & O'Neill proposes an additional budget of **\$471,000** be established for professional services in support of this effort as outlined above. Fees are shown on the summary tables below.

Task	Description	Basis	Current Fee	Add'l Fee	Total Fee
01	Preliminary Engineering & Survey	Lump Sum	\$112,000	\$18,000	\$130,000
02	Traffic Operations & Safety Study	Lump	\$17,000	\$0	\$17,000
03	Stakeholder Meetings & Public Involvement	Lump Sum	\$125,000	\$0	\$125,000
04	Concept Design	Lump Sum	\$115,350	\$32,000	\$147,350
05	Utilities, Meetings & Coordination	Lump Sum	\$66,000	\$45,000	\$111,000

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Task	Description	Basis	Current Fee	Add'l Fee	Total Fee
07	Geotechnical Services	Lump Sum	\$64,000	\$0	\$64,000
08	Semi Final Design (60%) – Part 1	Lump Sum	\$301,662	\$0	\$301,662
11	Wall Street LOTCIP Application Assistance	Lump Sum	\$66,000	\$0	\$66,000
12	Permitting	Lump Sum	\$9,000	\$10,000	\$19,000
20	Preliminary Design (30%) – Part 2	Lump Sum	\$75,000	\$0	\$75,000
21	Semi Final Design (60%) – Part 2	Lump Sum	\$0	\$326,000	\$326,000
30	USPS – Design Development (DD)	Lump Sum	\$0	\$40,000	\$40,000

Total Add'l Fee
\$471,000

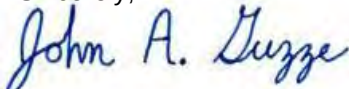
Direct costs for any reproductions, mileage and mailings are included in the above cost. Fees are valid for 90 days. If authorization extends beyond this duration, Fuss & O'Neill reserves the right to renegotiate the fee.

This amendment will be completed under the Terms and Conditions of our original agreement titled "Design Services for the Wall Street Corridor Improvements" and dated February 17, 2022.

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

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

Sincerely,



John A. Guzze, PE
Project Manager



Kristen E. Solloway, PE
Vice President

Attachments: Authorization to Proceed
Attachment 1

Authorization to Proceed

Kristen E. Solloway, PE
Fuss & O'Neill
146 Hartford Road
Manchester, CT 06040

Re: Amendment for Transportation Engineering and Related Services
Design Services for the Wall Street Corridor Improvements
Norwalk, Connecticut
Fuss & O'Neill Reference No. 20210301.A10

Budget: \$471,000.00

Dear Ms. Solloway:

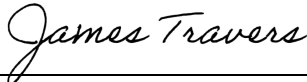
I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with the General Terms and Conditions dated February 17, 2022 and this Amendment dated December 18, 2024.

James Travers

01/07/2024

Printed Name

Date



Director - TMP

Signature

Title

City of Norwalk – *please complete information below.*

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

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

Wall Street Corridor Improvements, Norwalk CT

Funding & Construction Phasing

Project Phase: 2
Title: Burnell Blvd & Main Street Improvements
Schedule: Construction Start Q2 2027
Committed Funding: Federal Appropriation

Semi-Final Design (60%) - Part 2

Project Phase: 4b
Title: River "Festival" Street and Commerce Street Roadway Improvements
Schedule: Construction Start Q2 2029
Committed Funding: TBD

Project Phase: 3b
Title: Wall Street (Wall Street, West Avenue, Belden Avenue and Mott Avenue)
Schedule: Construction Start Q2 2028
Committed Funding: State Urban Action Grant

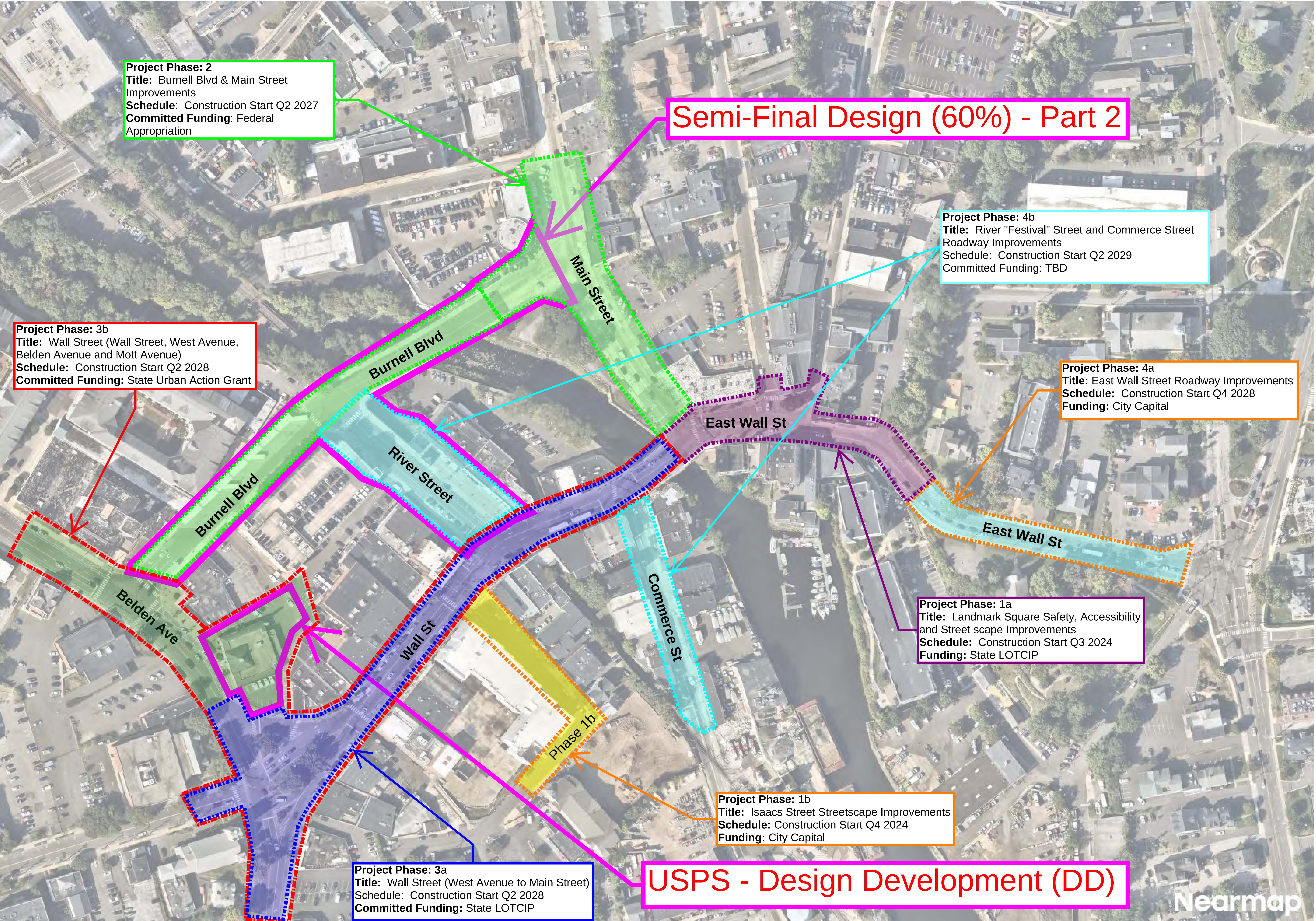
Project Phase: 4a
Title: East Wall Street Roadway Improvements
Schedule: Construction Start Q4 2028
Funding: City Capital

Project Phase: 1a
Title: Landmark Square Safety, Accessibility and Street scape Improvements
Schedule: Construction Start Q3 2024
Funding: State LOTCIP

Project Phase: 1b
Title: Isaacs Street Streetscape Improvements
Schedule: Construction Start Q4 2024
Funding: City Capital

Project Phase: 3a
Title: Wall Street (West Avenue to Main Street)
Schedule: Construction Start Q2 2028
Committed Funding: State LOTCIP

USPS - Design Development (DD)





CITY OF NORWALK
Sabrina Godeski
Director of Business Development & Tourism
sgodeski@norwalkct.gov
P: 203-854-7948
Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Economic and Community Development Committee

FROM: Sabrina Godeski, Director of Business Development & Tourism

DATE: January 9, 2024

RE: Licensing Agreement for the Hispanic Chamber at 3 Belden Avenue

Renewing the Hispanic Chamber of Commerce Lease at 3 Belden Avenue

The City of Norwalk is proposing a new lease agreement with the Hispanic Chamber of Commerce, a valued tenant at 3 Belden Avenue. The City recently acquired the building, which now serves as the Norwalk Business Development Center. This agreement would formalize the Chamber’s continued presence and ensure the delivery of its vital services to residents and business owners.

The Hispanic Chamber of Commerce has been an essential partner in fostering entrepreneurship and economic growth in Norwalk. From 3 Belden Avenue, the Chamber provides a range of bilingual resources, business training, and networking opportunities, creating a supportive environment for small businesses and entrepreneurs.

About the Hispanic Chamber of Commerce

The Hispanic Chamber of Commerce is a 501(c)(6) non-profit organization dedicated to advocating for Hispanic businesses and entrepreneurs. As a membership-based organization, the Chamber connects businesses with resources, training, and networking opportunities while promoting economic growth and inclusion within Norwalk’s diverse business community.

Current Operations at 3 Belden Avenue

The Hispanic Chamber has been operating at 3 Belden Avenue since 2023 providing workshops, networking events, and one-on-one consultations to help local entrepreneurs and businesses succeed. Its programs have been instrumental in expanding opportunities for Hispanic business owners and fostering a stronger local economy.

In addition to the Chamber, 3 Belden Avenue houses the Norwalk Business Development Center, portions of the Redevelopment Agency staff, the NAACP, and the Makers Guild. This collaborative environment supports a vibrant ecosystem of innovation and entrepreneurship.

Proposed Lease Agreement

The City is proposing a new lease agreement to maintain the Chamber's presence at 3 Belden Avenue. This agreement will enable the Chamber to continue offering its programs and services while contributing to the City's broader goals of economic development and community empowerment.

Parking and Facility Usage

The site offers 30 parking spaces for use by tenants, their clients, and library patrons. The Chamber primarily hosts events outside of the facility and/or virtually during non-standard business hours, ensuring staggered parking demand. They have one staff person that may utilize the offices during traditional business hours.

Sqaure Footage and Rates

A few years ago, the Department of Building Management conducted an analysis of all city-owned properties. With guidance from the Land Use and Building Management Committee of the Common Council, fair leasing rates were established for non-profits, religious institutions, and other organizations using City property. Initially set at \$2.50 per square foot, inflation has increased this rate to \$4.50 per square foot for the Hispanic Chamber's agreement—a policy decision made through the Committee with input from Building Management.

The Hispanic Chamber occupies 729 square feet, approximately 19% of the building's 3,884 occupiable square feet. The remaining space is shared by the City, the Redevelopment Agency, the NAACP, and the Makers Guild. An additional 1,961 square feet is allocated for shared areas, including bathrooms and storage.

Under the proposed agreement, the Chamber would lease the space at \$4.50 per square foot, totaling \$3,280 annually or \$273 per month. These payments would be directed to the City of Norwalk. In addition, the Chamber will continue to provide free public workshops as an in-kind contribution.

Financial Impact

The annual operating cost for 3 Belden Avenue is \$46,415, currently covered by the City. The Chamber's lease payments in addition to the Maker's Guild's current lease would reduce this cost to \$39,571 annually. Below is a detailed breakdown of the costs of operations:

3 Belden Costs	
Item	Cost/Year
ELECTRIC	\$ 6,200
<i>6 Meters (\$500mth- 5 are <\$55mth)</i>	
WATER	\$ 1,500
GAS	\$ 6,400
<i>2 Meters (\$530mth)</i>	
BUILDINGS	\$ 10,000
<i>Guardian Engineering Services</i>	
PLUMBING,HEAT,ELECT.SERV	\$ 4,000
OTHER REPAIR-MAINTENANCE	\$ 2,000
OTHER CONTRACTUAL SERVICES	\$ 11,300
<i>Snow Plowing</i>	\$ 4,000
<i>Landscaping</i>	\$ 2,500
<i>Win Waste (Dumpster)</i>	\$ 2,376
<i>ADT (Security Monitoring)</i>	\$ 1,560
<i>ENCON (HVAC Maintenance) short term</i>	\$ 803
CLEANING SERVICE (NOT BUILDING MANAGEMENT)	\$ 5,015
TOTAL	\$ 46,415

Conclusion

Renewing the lease aligns with Norwalk's commitment to supporting small businesses, fostering entrepreneurship, and providing resources for underserved communities. The Hispanic Chamber of Commerce has already demonstrated its ability to make a significant positive impact on the local economy and community well-being.

Formalizing this agreement ensures the Chamber's continued success and allows Norwalk residents and businesses to benefit from its programs for years to come.

Resolutions for Consideration

To move forward with this initiative, the following resolutions require action:

License Agreement Authorization

1a. Authorize Mayor Harry W. Rilling to execute a license agreement for the use of three rooms, 729 sq. ft on the 2nd floor, at 3 Belden Avenue, Norwalk, CT, for a term of three (3) years, with two (2) one-year extension options, terminable on 90 days advance notice, for an annual fee of \$4.50 per square foot, which is equal to \$3,280 per year or \$273 per month.

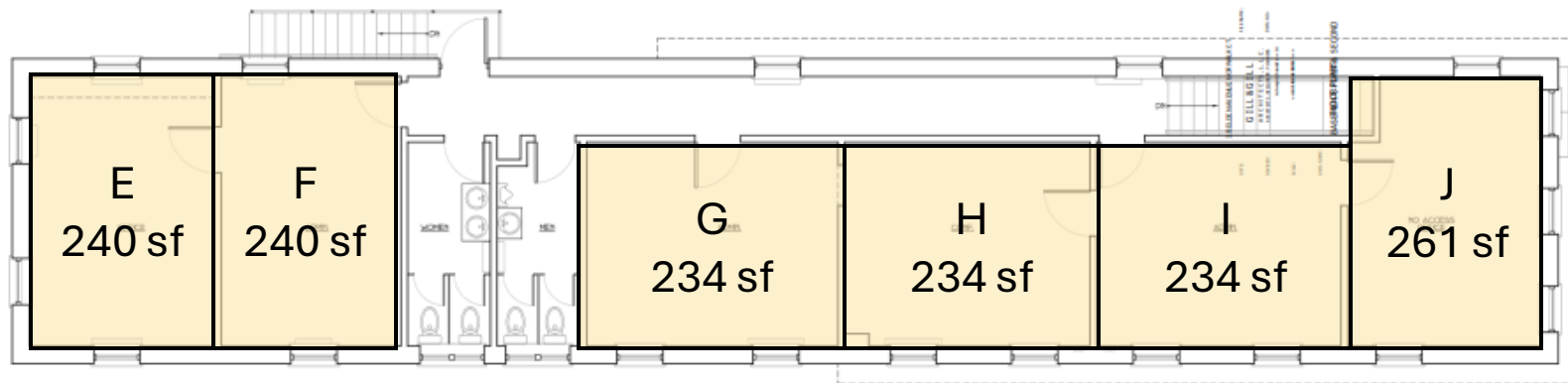
Referral to Planning and Zoning Commission

1b. In accordance with C.G.S. § 8-24, refer the proposed license agreement for the use of three rooms at 3 Belden Avenue to the Planning and Zoning Commission for review and report.

NAACP

A

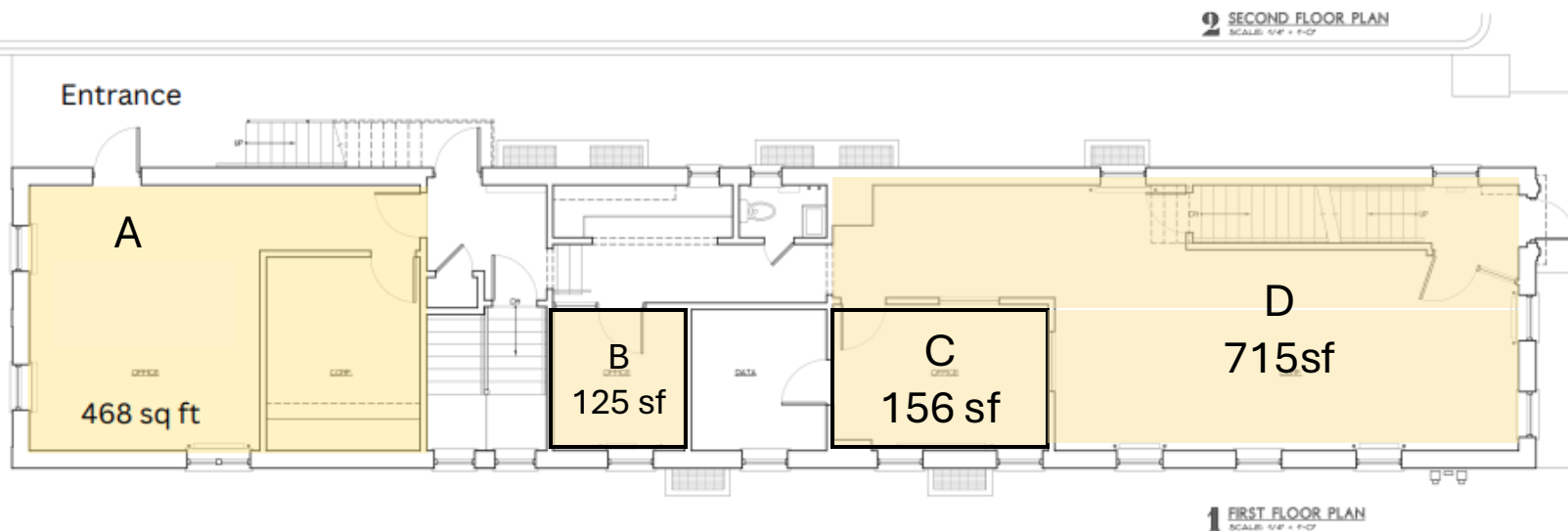
468 sf



Redevelopment

E, F, G

714 sf



Hispanic Chamber

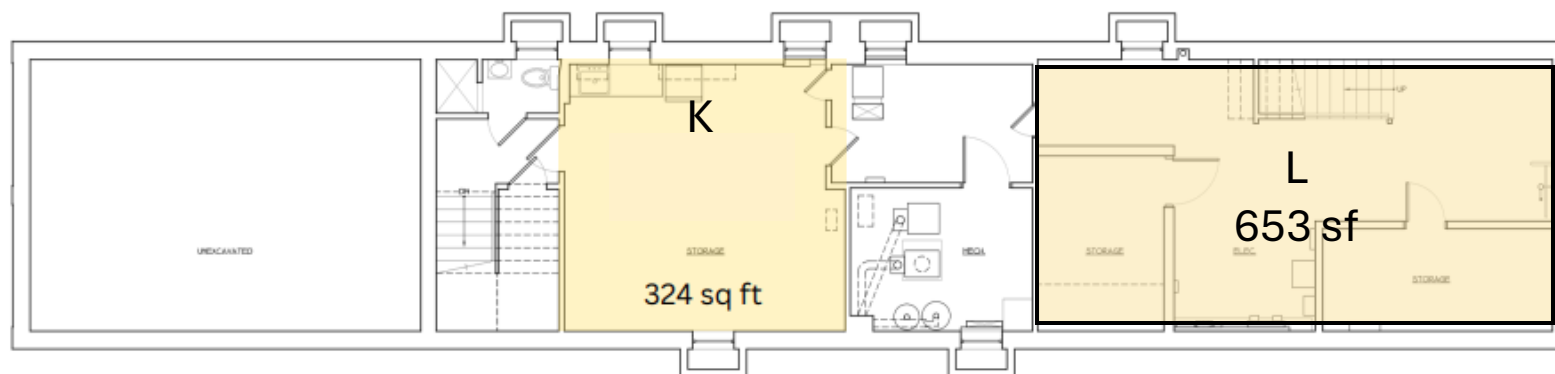
H, I, J

729 sf

Makers

C, D, K

1,195 sf



City of Norwalk

B, L

778 sf



CITY OF NORWALK
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125 East Avenue, Room 122
Norwalk, CT 06851

TO: Economic and Community Development Committee

FROM: Sabrina Godeski, Director of Business Development & Tourism

DATE: January 9, 2024

RE: Licensing Agreement for the NAACP at 3 Belden Avenue

Renewing the NAACP Lease at 3 Belden Avenue

The City of Norwalk is proposing a new lease agreement with the NAACP, a valued tenant at 3 Belden Avenue. The City recently acquired the building, which now serves as the Norwalk Business Development Center. This agreement would formalize the NAACP’s continued presence and ensure the delivery of its vital services to residents and community members.

The NAACP has been an essential partner in advocating for equity, civil rights, and social justice in Norwalk. From 3 Belden Avenue, the organization provides resources, hosts events, and offers support to individuals and families across the city.

About the NAACP

The NAACP is a 501(c)(3) non-profit organization dedicated to ensuring the political, educational, social, and economic equality of rights for all persons and eliminating race-based discrimination. The organization serves as a cornerstone for community empowerment and advocacy, providing programs, resources, and events that address critical needs and challenges.

Current Operations at 3 Belden Avenue

The NAACP has been operating at 3 Belden Avenue since 2023, providing community programs, hosting events, and offering consultations to support equity and justice initiatives in Norwalk. Its efforts have been instrumental in advancing community well-being and fostering inclusion.

In addition to the NAACP, 3 Belden Avenue houses the Norwalk Business Development Center, portions of the Redevelopment Agency staff, the Hispanic Chamber of Commerce, and the Makers Guild. This collaborative environment supports a dynamic ecosystem of advocacy, innovation, and entrepreneurship.

Proposed Lease Agreement

The City is proposing a new lease agreement to maintain the NAACP's presence at 3 Belden Avenue. This agreement will enable the organization to continue its vital work while contributing to the City's broader goals of community empowerment and social equity.

Parking and Facility Usage

The site offers 30 parking spaces for use by tenants, their clients, and library patrons. The NAACP primarily hosts events outside of the facility and/or virtually during non-standard business hours, ensuring staggered parking demand. The organization has no on-site staff during traditional business hours, only afterhours.

Sqaure Footage and Rates

A few years ago, the Department of Building Management conducted an analysis of all city-owned properties. With guidance from the Land Use and Building Management Committee of the Common Council, fair leasing rates were established for non-profits, religious institutions, and other organizations using City property. Initially set at \$2.50 per square foot, inflation has increased this rate to \$4.50 per square foot for the NAACP's agreement—a policy decision made through the Committee with input from Building Management.

The NAACP occupies 468 square feet, approximately 12% of the building's 3,884 occupiable square feet. The remaining space is shared by the City, the Redevelopment Agency, the Hispanic Chamber of Commerce, and the Makers Guild. An additional 1,961 square feet is allocated for shared areas, including bathrooms and storage.

Under the proposed agreement, the NAACP would lease the space at \$4.50 per square foot, totaling \$2,106 annually or \$175.50 per month. These payments would be directed to the City of Norwalk.

Financial Impact

The annual operating cost for 3 Belden Avenue is \$46,415, currently covered by the City. The NAACPs lease payments in addition to the Maker's Guild's and Hispanic Chamber leases would reduce this cost to \$37,465 annually. Below is a detailed breakdown of the costs of operations:

3 Belden Costs	
Item	Cost/Year
ELECTRIC	\$ 6,200
<i>6 Meters (\$500mth- 5 are <\$55mth)</i>	
WATER	\$ 1,500
GAS	\$ 6,400
<i>2 Meters (\$530mth)</i>	
BUILDINGS	\$ 10,000
<i>Guardian Engineering Services</i>	
PLUMBING,HEAT,ELECT.SERV	\$ 4,000
OTHER REPAIR-MAINTENANCE	\$ 2,000
OTHER CONTRACTUAL SERVICES	\$ 11,300
<i>Snow Plowing</i>	\$ 4,000
<i>Landscaping</i>	\$ 2,500
<i>Win Waste (Dumpster)</i>	\$ 2,376
<i>ADT (Security Monitoring)</i>	\$ 1,560
<i>ENCON (HVAC Maintenance) short term</i>	\$ 803
CLEANING SERVICE (NOT BUILDING MANAGEMENT)	\$ 5,015
TOTAL	\$ 46,415

Conclusion

Renewing the lease aligns with Norwalk's commitment to fostering equity, advocating for civil rights, and supporting community-driven initiatives. The NAACP has demonstrated its ability to make a significant positive impact on the social and economic well-being of the Norwalk community.

Formalizing this agreement ensures the NAACP's continued success and allows Norwalk residents to benefit from its advocacy and resources for years to come.

Resolutions for Consideration

To move forward with this initiative, the following resolutions require action:

License Agreement Authorization

1a. Authorize Mayor Harry W. Rilling to execute a license agreement for the use of 468 sq. ft. on the 1st floor of 3 Belden Avenue, Norwalk, CT, for a term of three (3) years, with two (2) one-year extension options, terminable on 90 days advance notice, for an annual fee of \$4.50 per square foot, which is equal to \$2,106 per year or \$175.50 per month.

Referral to Planning and Zoning Commission

1b. In accordance with C.G.S. § 8-24, refer the proposed license agreement for the use of 468 sq. ft. at 3 Belden Avenue to the Planning and Zoning Commission for review and report.



CITY OF NORWALK
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Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Economic and Community Development Committee

FROM: Sabrina Godeski, Director of Business Development & Tourism

DATE: January 9, 2024

RE: Licensing Agreement for the Redevelopment Agency at 3 Belden Avenue

Renewing the Redevelopment Agency (RDA) Lease at 3 Belden Avenue

The City of Norwalk is proposing a new lease agreement with the Norwalk Redevelopment Agency, a key tenant at 3 Belden Avenue. The City recently acquired the building, which now serves as the Norwalk Business Development Center. This agreement would formalize the Redevelopment Agency's continued presence and support its critical work advancing city development and revitalization projects.

The Redevelopment Agency plays a vital role in promoting economic development, housing initiatives, and infrastructure improvements throughout Norwalk. Its strategic efforts help create sustainable growth and improve the quality of life for residents and businesses alike.

About the RDA

The Norwalk Redevelopment Agency is a quasi-governmental organization tasked with planning and implementing economic and community development initiatives in Norwalk. The agency focuses on urban revitalization, housing development, infrastructure upgrades, and community engagement to foster economic opportunities and enhance the city's built environment.

Current Operations at 3 Belden Avenue

The Redevelopment Agency has operated out of 3 Belden Avenue since 2018 managing programs, projects, and resources that drive growth and revitalization. Since 2023 most of their day to day operations has relocated to 50 Washington Street. 3 Belden currently houses three finance staff and one administrative employee.

Proposed Lease Agreement

The City is proposing a new lease agreement to maintain the Redevelopment Agency's operations at 3 Belden Avenue. This agreement will ensure the agency continues to provide essential services while contributing to the City's overall mission of growth and development.

Parking and Facility Usage

The site offers 30 parking spaces for use by tenants, their clients, and library patrons. The Redevelopment Agency operates primarily during standard business hours and has four staff members working on-site, necessitating the regular use of designated parking spaces.

Sqaure Footage and Rates

A few years ago, the Department of Building Management conducted an analysis of all city-owned properties. With guidance from the Land Use and Building Management Committee of the Common Council, fair leasing rates were established for non-profits, governmental, and quasi-governmental organizations. For the Redevelopment Agency, the leasing rate is set at \$4.50 per square foot, consistent with the policy.

The Redevelopment Agency occupies 714 square feet, approximately 18% of the building's 3,884 occupiable square feet. The remaining space is shared by the City, the Hispanic Chamber of Commerce, the NAACP, and the Makers Guild. An additional 1,961 square feet is allocated for shared areas, including bathrooms and storage.

Under the proposed agreement, the Redevelopment Agency would lease the space at \$4.50 per square foot, totaling \$3,213 annually or \$268 per month. These payments would be directed to the City of Norwalk.

Financial Impact

The annual operating cost for 3 Belden Avenue is \$46,415, currently covered by the City. The Redevelopment Agency's lease payments, in addition to those of other tenants, would reduce this cost to \$34,252 annually. Below is a detailed breakdown of the costs of operations:

3 Belden Costs	
Item	Cost/Year
ELECTRIC	\$ 6,200
<i>6 Meters (\$500mth- 5 are <\$55mth)</i>	
WATER	\$ 1,500
GAS	\$ 6,400
<i>2 Meters (\$530mth)</i>	
BUILDINGS	\$ 10,000
<i>Guardian Engineering Services</i>	
PLUMBING,HEAT,ELECT.SERV	\$ 4,000
OTHER REPAIR-MAINTENANCE	\$ 2,000
OTHER CONTRACTUAL SERVICES	\$ 11,300
<i>Snow Plowing</i>	\$ 4,000
<i>Landscaping</i>	\$ 2,500
<i>Win Waste (Dumpster)</i>	\$ 2,376
<i>ADT (Security Monitoring)</i>	\$ 1,560
<i>ENCON (HVAC Maintenance) short term</i>	\$ 803
CLEANING SERVICE (NOT BUILDING MANAGEMENT)	\$ 5,015
TOTAL	\$ 46,415

Resolutions for Consideration

To move forward with this initiative, the following resolutions require action:

License Agreement Authorization

1a. Authorize Mayor Harry W. Rilling to execute a license agreement for the use of 714 sq. ft. on the second floor of 3 Belden Avenue, Norwalk, CT, for a term of three (3) years, with two (2) one-year extension options, terminable on 90 days advance notice, for an annual fee of \$4.50 per square foot, which is equal to \$3,213 annually or \$268 per month.

Referral to Planning and Zoning Commission

1b. In accordance with C.G.S. § 8-24, refer the proposed license agreement for the use of 714 sq. ft. at 3 Belden Avenue to the Planning and Zoning Commission for review and report.



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Norwalk, CT 06851

TO: Economic and Community Development Committee

FROM: Sabrina Godeski, Director of Business Development & Tourism

DATE: January 9, 2025

RE: Contract Extension for Berry Dunn – Phase I of Permitting and Licensing Modernization Project

The City of Norwalk is committed to modernizing its permitting and licensing processes to improve efficiency, enhance customer service, and align with the objectives outlined in the 2019 Plan for Conservation and Development and the 2021 Efficiency Study.

To achieve these goals, the City engaged Berry Dunn, a consulting firm with extensive experience in implementing online permitting and licensing systems for municipalities. Their scope of work under Phase I includes analyzing current workflows, identifying industry best practices, and developing a Request for Proposal (RFP) for software selection.

Request for Contract Extension

As Phase I progresses, Berry Dunn has indicated their need to stay on until December 31, 2025, to assist the City with:

1. Finalizing the RFP for software selection.
2. Conducting vendor interviews and evaluations.
3. Selecting the most suitable firm for implementing the permitting and licensing software.

This extension will ensure continuity and leverage Berry Dunn's expertise as the City transitions to Phase II. Importantly, this contract extension will not incur any additional costs, as the funding for Phase I consulting services has already been allocated.

Background and Context

The modernization project addresses significant challenges in the current permitting and licensing processes, including:

- High manual effort required to manage up to 6,350 permits and 3,550 inspections annually across multiple departments.
- An average 90-day turnaround time for permit approvals due to physical application transfers.
- Inefficient customer service processes, requiring residents and businesses to make multiple visits to City Hall.

With Berry Dunn’s guidance, the City aims to implement an online permitting system that will:

- Allow digital submission of applications.
- Enable concurrent reviews across departments.
- Streamline the approval and issuance processes.
- Track violations comprehensively, including blight and zoning infractions.

Funding Overview

The total estimated cost for the permitting and licensing modernization project is \$1.5M, with funding allocated as follows:

- **Phase I:** \$150,000 (ARPA funding) for project management consulting services.
- **Phase I:** \$300,000 (ARPA and capital funding) for document digitization.
- **Phase II:** \$500,000 (to be requested in FY25/26 capital budget).
- **Phase III:** \$150,000 for ongoing maintenance (to be included as an operating budget item beginning FY26/27).

Action Requested

1. Authorize the Mayor, Harry W. Rilling, to extend the agreement with Berry Dunn, McNeil & Parker, LLC, through December 31, 2025, at no additional cost.