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Board of Representatives

JUL 10 2018

RECEIVED

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INTEROFFICE MEMORANDUM

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TO: Board of Finance  
Board of Representatives

FROM: David R. Martin, Mayor *DR Martin*

DATE: July 9, 2018

RE: Agreement: Wengell, McDonnell & Costello ("WMC") –  
West Main Street Bridge – Walkway Rehabilitation Project

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The attached copy of the above referenced Agreement is being submitted for your review and approval.

Kindly place this item on the agenda for your next scheduled meeting.

Thank you.

MAYOR  
DAVID R. MARTIN



**CITY OF STAMFORD  
OFFICE OF LEGAL AFFAIRS**

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DIRECTOR OF LEGAL AFFAIRS  
AND CORPORATION COUNSEL  
**KATHRYN EMMETT**

DEPUTY CORPORATION COUNSEL  
VIKKI COOPER

ASSISTANT CORPORATION COUNSEL

BARBARA L COUGHLAN  
CHRIS DELLASELVA  
DANA B. LEE  
AMY LIVOLSI  
BURT ROSENBERG  
MICHAEL S. TOMA

July 6, 2018

To: Mayor David R. Martin

From: Chris Dellaselva, Asst. Corporation Counsel

Re: Wengell, McDonnell & Costello, Inc. ("WMC")  
Agreement for the West Main Street Bridge – Walkway Rehabilitation Project

Attached are **two (2) copies** of the above described Agreement, which I have approved as to form. This project will consist of limited rehabilitation of the existing truss bridge in place, while still providing a safe and aesthetically improved structure for pedestrian walkway use when complete. WMC has been involved in the design of this project since 2000 and is best suited to provide the design services required.

As the contract price exceeds \$100,000, it must be approved by the Board of Finance and the Board of Representatives. Therefore, please forward the Agreement to the Boards for their respective approval. **After Board approval, two originals will be sent to you for signature.**

The business manager of these services is Lou Casolo. Please direct any questions regarding these services to Mr. Jessa and invite Mr. Jessa to all Board meetings. You may, of course, contact me with any questions as well.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Chris Dellaselva".

Chris Dellaselva

Encl.

## AGREEMENT

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018, is by and between the **CITY OF STAMFORD** (hereinafter "The City"), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, acting herein by David R. Martin, its duly authorized Mayor, and **WENGELL, McDONNELL & COSTELLO, INC.** (hereinafter "The Consultant"), a domestic corporation with a principal place of business located 87 Holmes Road, Newington, Hartford, Connecticut, acting herein by Alan R. Wengell, its duly authorized President.

## WITNESSETH

**WHEREAS**, The City plans to rehabilitate the West Main Street Pedestrian Bridge;

**WHEREAS**, The Consultant has been involved in the design of this project since 2000 and is best suited to provide the design service required; and

**WHEREAS**, The City has waived its competitive bidding/proposal process and accepted the Consultant's proposal for the West Main Street Bridge – Walkway Rehabilitation.

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. INCORPORATION OF RECITALS.** The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement;

**2. SCOPE OF SERVICES.** The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in the Consultant's Proposal Main Street Bridge – Walkway Rehabilitation attached hereto as Exhibit A and hereby made a part hereof as if fully set forth herein;

**3. COMPENSATION.** The Consultant's compensation for the services set forth in Section 2, above, shall be **Four Hundred Fifty Seven Thousand Three Hundred Dollars (\$457,300.00)** as set forth in greater detail in the Consultant's Design Man-Hour & Fee Summary attached hereto as Exhibit B and hereby made a part hereof as if fully set forth herein;

**4. TIME OF COMMENCEMENT AND COMPLETION OF WORK.** The Consultant shall commence the work hereunder bargained for upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient and diligent manner, but no later than March 20, 2019. It is agreed and understood that time is of the essence and the City will suffer damages if The Consultant fails to perform said work within the prescribed period;

**5. REVIEW OF WORK.** The Consultant shall permit The City, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work.

**6. INDEMNIFICATION.** The Consultant shall indemnify and hold harmless The City, its officers, agents and employees, from loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of The Consultant or loss of or damage to property, resulting directly or indirectly from The Consultant's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon The Consultant, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

**7. ASSIGNMENT.** The Consultant shall not assign or transfer any portion of the work set forth herein without the prior written approval of The City;

**8. BOOKS AND RECORDS.** The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by The City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement;

**9. INSURANCE.** The Consultant shall procure, at its sole expense, and maintain, for the entire term of this Agreement, insurance coverages as set forth in the City of Stamford Provision for Required Insurance, attached hereto as Exhibit C and hereby made a part hereof as if fully set forth herein;

**10. REPRESENTATIONS.** The Consultant represents that it is qualified in relation to the work to be performed under this Agreement and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work. The Consultant hereby acknowledges that The City has relied upon said representations in entering into this Agreement;

**11. INTERPRETATION.** The Consultant agrees that in the event of any ambiguity between the terms of this Agreement and its Exhibits A, B and C, the City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence;

**12. SUB-CONSULTING.** Other than to Ryan Biggs Clark Davis, the Consultant is prohibited from further sub-consulting this Agreement or any part of it unless The City first approves such sub-consulting in writing and approves, in writing, the specific subconsultant(s) The Consultant proposes to be used. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should The City approve of a proposed subconsultant, The Consultant agrees to comply with The City's Code of Ordinances § 103.4;

**13. CONTRACT EXTRAS.** Pursuant to The City's Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by The Consultant that all contract extras regarding this contract shall be governed by The City's Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of The City's Charter and/or Code of Ordinances are fully complied with. The City's Charter and Code of Ordinances can be found at [www.municode.com](http://www.municode.com);

**14. NON-APPROPRIATION.** The Consultant acknowledges that The City is a municipal corporation, that The City's obligation to make payments under this Agreement is contingent upon the appropriation by The City's Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect, and that The City may terminate this Agreement by way of written notice to The Consultant if sufficient funds to prove for the payment(s) hereunder are not so appropriated;

**15. COMPLIANCE WITH CITY CODE PROVISIONS.** The Consultant hereby agrees to fully comply with the requirements of The City's Code of Ordinances, Sections 103-1 through 103-10, regarding contractors in general. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which The City may unilaterally terminate this Agreement by way of written notice to The Consultant. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com) ;

**16. TERMINATION.**

- A. **TERMINATION FOR CAUSE.** If, through any cause, The Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if The Consultant shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, The City shall thereupon have the right to terminate this Agreement for cause by giving written notice to The Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by The Consultant pursuant to its performance under this Agreement shall, at the option of The City, become The City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant shall not be responsible for any claims resulting from The City's use of the documents on another project or changes made to the documents without The Consultant's express written permission;

The term "cause" includes, without limitation the following:

- 1) If The Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;

- 2) If The Consultant fails to perform to The City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If The City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should The City terminate this Agreement for cause, The Consultant shall not be relieved of liability to The City for any damages sustained by The City by virtue of any breach of this Agreement by The Consultant and The City may withhold any payment to The Consultant for the purposes of setoff until such time as the exact amount of damages due The City from The Consultant is determined.

**B. TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time The City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to The Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of The City, become property of The City. If the Agreement is terminated by The City as provided herein, The Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of The Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to The City's right of set off for any damages pursuant to the terms of the Agreement;

## **17. DISPUTE RESOLUTION.**

**A. EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

- B. MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- C. ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of The City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

- D. PERFORMANCE DURING DISPUTE.** Unless otherwise directed by The City, The Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

**E. CLAIMS FOR DAMAGES.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**18. GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of Connecticut and the parties hereby waive any chose of law provision contained therein. Any action arising out of this Agreement shall be brought to either the State Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut; and

**19. GIFTS:** During the term of this Agreement, including any extensions, The Consultant shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of The City or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to The Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in The Consultant. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

**20. CODE OF ETHICS.** The Consultant shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an “employee”, as defined in that Chapter, strictly for the purpose of compliance thereto. The Consultant is prohibited from using its status as a consultant to The City to derive any interest(s) or benefit(s) from other individuals or organizations.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.***



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

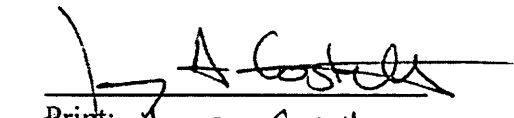
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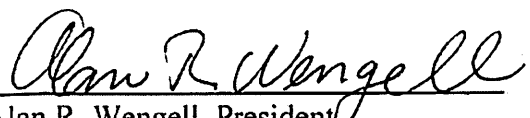
By: \_\_\_\_\_  
David R. Martin, Mayor

Date: \_\_\_\_\_

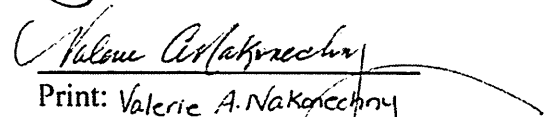
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WENGELL, McDONNELL & COSTELLO, INC.

  
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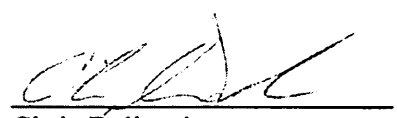
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\_\_\_\_\_  
Alan R. Wengell, President


Date: 06/28/2018

  
\_\_\_\_\_  
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Witness

Approved as to Form:

Approved as to Insurance:

  
\_\_\_\_\_  
Chris Dellaselva  
Asst. Corp. Counsel

  
\_\_\_\_\_  
David Villalva  
Risk Manager

Date: 7/6/2018

Date: 7/6/2018

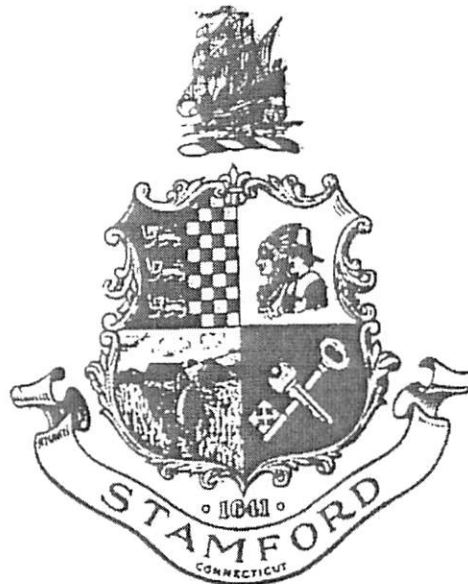
Exhibit "A"

(14 Pages)

Agreement Schedule A - Scope of Services

## Main Street Bridge – Walkway Rehabilitation

For



City Of Stamford  
Engineering Bureau  
Office of Operations  
888 Washington Boulevard  
Stamford, CT 06901

Revised To 06/20/18

Prepared By

Wengell, McDonnell & Costello  
Consulting Engineers  
87 Holmes Road  
Newington, CT 06111

## **1.0 PROJECT DESCRIPTION**

This project will consist of limited rehabilitation of the existing truss bridge in place, while still providing a safe and aesthetically improved structure for pedestrian walkway use when complete. The rehabilitation work will be generally as determined in several City of Stamford (City) meetings in April, May and June of 2018, and described in the 05/04/18 Pedestrian Upgrade and Walkway Report prepared by WMC Consulting Engineers (WMC), which is paraphrased and summarized below.

This will be an accelerated project with City funding only; no State or Federal funding expected. The project will be designed in two parallel, but related and potentially overlapping phases; one engineering phase for rehabilitation of the existing truss bridge for pedestrian walkway use and a second landscape architectural phase to design walkway/streetscape amenities, lighting, plantings and plant watering system.

The project will be designed for pedestrian use only with all vehicular use (including emergency vehicles) prohibited from the bridge. With the eight (8) existing "mini-piers" remaining, hydraulic conditions would remain the same as current conditions and this rehabilitated pedestrian use bridge is expected to have a life span of 20 to 25 years.

The existing bridge was listed on the National Register of Historic Places on May 21, 1987 and has been inventoried as part of Connecticut's Historic American Engineering Record as possessing historic and engineering significance. All documentation of the existing bridge has been previously prepared and provided to the SHPO by Raber Associates in accordance with the proper standards imposed by the State's Historical Commission. Therefore, no additional historical documentation is anticipated.

It is expected that Federal permitting will be required from the Army Corps of Engineers (PCN) and a possible review by the U.S. Coast Guard. Connecticut DEEP permitting is expected to include the Office of Long Island Sound Programs (OLISP) and a 401 Water Quality Review. City regulatory reviews are expected to include the Environmental Protection Board (EPB) for Inland Wetlands, as well as a Coastal Site Plan Review (CSPR).

The proposed rehabilitation of the bridge for walkway use is generally described as follows;

**Superstructure:** The useable deck width will be reduced to about 20', centered over the existing mini-piers with planters in the middle and a pedestrian walkway on either side of the planters. A wood plank walking surface will be installed over the existing deck for the full width of the walkway. 4' wide planters will be 8' or so in length, and placed with spaces of 10' between planters where two 4' long benches (back to back facing upstream and downstream) will be placed. Decorative pedestrian railing will be installed on each side of the walkway leaving about 8' of walkway in each direction on either side of the planters. Ornamental light fixtures will be installed in each of the spaces between the planters as well.

Prior to installing the actual walkway (as described above), superstructure alterations and repairs will be required. The existing concrete deck between the proposed pedestrian railing and the existing trusses on both sides of the bridge will be removed, providing space for relocation of the existing utilities. Note that it is assumed that utility owners will move and support these utilities at

no expense to the City. The existing wooden sidewalks on the outside of the trusses will be removed, the utilities relocated and the floor beams removed up to the outside of the existing trusses. The lenticular trusses and supporting floor beams will see limited structural repairs, as well as limited rust and corrosion removal, and then sealed with a rust inhibitor and a two (2) finish coats of paint.

**Substructure:** Before the superstructure and walkway work can be implemented, the existing substructure will need significant work. The west abutment will be repaired by removing the failed section in the middle and replacing it with a new section of reinforced concrete abutment and then making limited repairs and re-aligning the salvageable portions of the existing stone masonry abutments to either side. The stone masonry (failed section) portion of the center pier will be completely removed and replaced with a reinforced concrete pier essentially matching the existing concrete pier section (which will be retained). As with the west abutment, the footings for the repaired section of pier will essentially match the elevation and width of the existing substructure element. The east abutment will be retained in its entirety, with minor modifications and repairs. All stone masonry retained will be re-chinked and re-pointed. All eight of the existing so-called mini-piers are to remain with no significant repairs or alterations proposed.

**Approaches:** Limited approach work, installation of bollards and potentially installing some chain link fence on the channel walls closest to the bridge would be done as well.

The bridge is currently closed to vehicular traffic but is open to limited pedestrian and cycling traffic. The bridge will be closed to all traffic during construction, however a temporary pedestrian bridge will be installed and included in the proposed work.

## **2.0 DESIGN CRITERIA**

The design goal for the structure and walkway is meet applicable standards for pedestrian bridges wherever possible, including Section 5 of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, however it is understood that this may not be possible given the age and condition of the existing bridge. The Live Load will be for Pedestrian Loads only; emergency vehicles will be prohibited. Load Ratings are not included in this scope of work, but will be provided as an additional service if required.

The plans, specifications and engineers' estimate shall generally conform to ConnDOT format. The construction contract will be paid using pay items with the governing specifications of ConnDOT Standard Specifications for Roads, Bridges and Incidental Construction - Form 817, including current supplements thereto. Special provisions for any modified item or items required but not covered in Form 817 will be prepared and furnished in standard ConnDOT specification format.

Hydraulic and scour evaluation will generally conform with the ConnDOT Drainage Manual, as well as FHWA's HEC-18, HEC-20, HEC-23 and HEC-25, unless otherwise approved by the City.

NDDB – A Connecticut DEEP Wildlife NDDB Request Form shall be prepared and submitted.

WMC's project engineering manager shall meet with the Engineering Bureau, Land Use Bureau for additional design criteria, prior to the commencement of this contract.

### **3.0 SCOPE OF SERVICES**

In general, this scope of services covers contract documents for rehabilitation of the existing truss bridge for pedestrian walkway use with minimal improvements at the approaches. Also included will be maintenance and protection of pedestrian access across the river during construction, utility coordination, State and City permitting, right-of-way mapping and construction related activities. To accomplish the Main Street Bridge rehabilitation for walkway use, WMC, and their sub-consultants, will provide the services more specifically listed below.

In addition to the services outlined in this scope of services, WMC will attend meetings with federal, state, local, and private agencies, which are necessary to complete the project and to obtain required approvals and permits. WMC will prepare minutes of meetings for which WMC is responsible to coordinate or otherwise conduct, which will be submitted for approval by the City. Also, WMC will coordinate their services with the City's consultants currently working on the proposed Mill River Corridor.

**IMPORTANT NOTICE:** The bridge may contain lead based paint. This scope of services includes testing of the paint and preparation of contract documents addressing the necessary precautions associated with the handling and disposal of lead based paint (including requirements for modification of structures containing lead-based paint).

The following is a detailed description of tasks to be performed:

#### **Task 3.1 - SURVEY**

All field survey and base mapping for design and property rights for the project shall be provided by the City of Stamford. Mapping for easements and taking shall be prepared by WMC.

##### **A. WETLANDS EVALUATION**

The City of Stamford will retain the services of a certified soil scientist to examine the project area to identify and flag state and federal wetland limits per State and Army Corps of Engineers requirements including Army Corps of Engineers Data Form Sheets. Ordinary High Water Line and Ordinary High Tide line will be field located and flagged for location by City survey.

Additionally, this task will include a wetlands report detailing findings of the soil scientist, as well as including a subaqueous vegetation study (with listing of all tidal wetland plants) and an assessment of wetland functions and values and potential project impacts.

##### **FIELD SURVEY & BASE MAPPING**

WMC will review and field verify survey provided by the City. City survey is expected to conform to/include the following:

In conformance with Class A-2 standards for horizontal Control, Class V-2 for vertical control, and Class T-2 for topography as set forth in the Standards for Surveys and Maps in the State of Connecticut, Sections 20-300b-1 through 20-300b-20 of the Regulations of Connecticut State Agencies. All survey and mapping will be based upon CGS datum (NAD 83) for horizontal

control and NAVD88 datum for vertical control.

Limits for this survey (project limits) will be as follows:

300 feet east from the east end of bridge along West Main Street.

200 feet radially from the west end of existing bridge extending along River Road, Greenwood Hill Road, Smith Street and West Main Street.

300 feet upstream and downstream from bridge fascias for hydraulic river sections, extending a minimum of 50 feet from each stream bank. If necessary to satisfy FEMA floodplain limit requirements, existing City topographic or other mapping will be used to extend the limits of survey, interpolating as necessary.

Topographic survey shall have sufficient individual shots such that the existing roadway profile and sections can be prepared from the resulting cadd file.

Locate and map inland and tidal wetland area limits (state and federal) and Ordinary High Water.

Stream channel sections suitable for hydraulic modeling, in accordance with HEC-RAS guidelines, will be performed. The surveyor shall notify WMC in advance of hydraulic stream survey so that the approximate location and line (direction) of these hydraulic sections can be staked and reviewed with the survey team in the field in advance. Where available and appropriate for the purpose of hydraulic evaluation, existing USGS topographic, municipal topographic, State of Connecticut LIDAR, FEMA or other mapping may be utilized to supplement field survey for use in hydraulic modeling.

Boundary survey provided by the City will meet City accuracy requirements and within Class D requirements as a minimum.

## **B. PROPERTY MAPPING**

Not expected to be required. If needed, will be performed as an additional service.

## **TASK 3.2 - PRELIMINARY DESIGN**

To the extent practical, previous analyses, studies and design information shall be utilized, however it is noted that much of the information is outdated and not particularly useful for design of this rehabilitation project.

### **A. INFORMATION ON EXISTING STRUCTURE**

Review available information regarding the original structure. Evaluate the need for testing of the existing structure in regards to yield strength, weldability of wrought/cast iron, lead based paint, etc.

Visit the site to make measurements of existing conditions and document locations and sizes of areas of expected substructure and superstructure repairs as will be required for the intended use (pedestrian walkway) of the rehabilitated trusses.

## **B. HYDROLOGY, HYDRAULICS & SCOUR**

**Hydrology** - Existing applicable survey, hydraulic and hydrologic information will be obtained from the City, Department of Energy and Environmental Protection, ConnDOT, the Army Corps of Engineers and FEMA for the Rippowam River as needed to estimate stream discharges at the site for the expected design storms.

**Field Visit:** After reviewing the above material, a field visit will be conducted at the project site specifically for hydrologic/hydraulic purposes, including obtaining an overview of the drainage area and existing hydraulic conditions. At this site visit, WMC will meet with the surveyor and assist in locating locations for hydraulic stream sections. This visit will also include completing a Data Collection and Field Review Form for the crossing. Also, since a scour analysis is to be performed, grab samples of representative streambed material will be obtained and sent to a laboratory for gradation analysis.

Hydrology will be developed generally utilizing appropriate design flows determined by methods outlined in the ConnDOT Drainage Manual, including the 2 year flow, 10-year flow, 50-year flow, 100-year flow, 200 year flow and 500-year flow storm frequencies for the Rippowam River, as well as average daily and average spring flow rates.

A hydrologic summary will be prepared for inclusion in a hydraulic design report to be submitted with the initial design submittal. Comments received from the City during design review will be incorporated into the final hydrologic summary.

**Hydraulics** - It is anticipated that the existing structure may not be able to pass a 100-year design storm without overtopping (or at least limited freeboard) and that proposed rehabilitation will not significantly change that. Section 7.1 of the City of Stamford Zoning Regulations addresses design of structures in flood prone areas.

The hydraulic analysis for this project will be completed using hydrologic data determined above, information obtained from field survey, FEMA and USGS mapping. The hydraulics of the natural, existing, and proposed conditions of the Rippowam River will be evaluated utilizing HEC-RAS at various design flows. The HEC-RAS hydraulic model will be used to evaluate the flood plain impacts of the existing topography at the proposed structure and to satisfy City Zoning and Flood Commissions, as well as OLISP permitting requirements. The results of the analysis will be used in the evaluating hydraulic capacity of the existing structure and any changed conditions due to the proposed rehabilitation, as well as scour analyses for scour countermeasures. Computations will be done in English units and a hydraulic design report will be prepared to describe and present hydraulic conditions at the site, including hydrologic and scour summaries described elsewhere in this scope.

Hydraulic computations will also be performed to evaluate and recommend locations, configurations and heights of temporary facilities and cofferdams for structure repair excavation and handling river flows during construction.

Comments received from the City during design review will be incorporated into the final hydraulic design report.

**Scour** - A scour analysis for existing and proposed structure conditions will be performed using

HEC 18 and the hydrologic/hydraulic conditions determined above to assess the need for (and design) possible stream bed scour countermeasures for protection of substructure elements, including contraction and local scour. A summary of the results of this analysis, and possible impacts on proposed rehabilitation and stream area impacts, will be prepared, discussed with the City and incorporated into the proposed work as approved.

Hydraulic Design Report - Upon completion of all preliminary hydrologic, hydraulic and scour analyses, a hydraulic design report will be prepared and submitted to the City for review. This report will include hydrologic, hydraulic and scour analyses and summaries as described above, including results and evaluation for existing and proposed conditions and recommendations for the bridge rehabilitation for pedestrian walkway use.

### C. STRUCTURAL REPAIRS

Structural evaluation and design for rehabilitation of the existing truss and supporting floor beams will initiate with a site visit to document and measure areas of repair, get and record needed dimensions, and generally confirm the repair/rehabilitation strategy to be implemented. If needed, test coupons/samples may be taken for confirmation of existing structural materials and presence of lead based paint.

Structurally, it is generally understood that the rehabilitated bridge will function the same as it does currently. With the walkway placed at the center of the bridge, the mini-piers will provide most of the walkway support from below; up through the repaired floor beams. The trusses will add limited support at the fascias of the rehabilitated bridge for outside limits of the walkway and the utilities, which will be relocated inside of, and immediately adjacent to, the trusses. Weldability is assumed for all proposed repairs based on previous repairs which include welding.

A Structural Design Summary report will be prepared and submitted to the City with the preliminary design submittal, including a brief description of the proposed repairs and potential issues, repair details and structural computations.

Location and number of repairs will be determined after the initial site visit, but in order to outline what may be expected, a summary of anticipated restoration and repairs is presented as follows:

#### 1. SUPERSTRUCTURE

##### Truss Restoration

- Floorbeam hanger rod assembly (assume 50%)
- Stability plates at lower panel points (assume 25%)
- Cover plates; at all at top panel points & damaged areas
- Rivet Replacement in repair areas
- End posts reinforcing (assume 4 of 8)
- Stability bracing at top chord panel points (assume 2 braces per truss)

##### Deck & Floor Beam

- Floor Beam Repairs - Web plates at holes and thinning web sections, rivet replacement with high strength bolts at repair areas & flange angle replacements
- Remove ends of floor beams after utilities are relocated



- End beam repairs (at center pier)
- Deck Detail – Deck edge detail at sawcuts
- Floor Beam To Deck - Limited pointing up. Add connections as needed.

#### Painting Trusses

- Preparation - Install Class B access and tent containment assuming lead paint and debris. Power and hand tool cleaning to remove loose paint and rust. Remove pack rust at cover plates not being replaced, coat with rust destroyer (or equivalent), and fill gaps with sealant
- Coat rusted areas with Rust Destroyer (or equivalent)
- Coat floor beams to encapsulate rust
- Paint all steel components (trusses, floor beams, end beams and exposed surfaces of deck stringers) with a standard 3-coat paint system.

#### Utility Relocation (to interior side of trusses)

- Sawcut and remove about 6 feet of existing concrete deck at interior side of each truss
- Utility Supports/Hangers - Note that it is assumed that utility owners will design utility hangers and supports and their associated details, provide design loadings for connections to floor beams and physically relocate their utilities. WMC will provide connection locations/details for utility support based information provided by utility owners, as well as reinforcing details for floor beams if required.

#### Ornamental Sidewalk Railing

- Relocate and mount existing ornamental sidewalk rail on inside faces of trusses
- Paint railings at same time and paint system used on trusses.

Temporary Pedestrian Bridge – The location will be shown on the walkway plan. For the structure to be used as a temporary pedestrian crossing during construction, a performance specification will be used to describe the use, loading, dimensional, elevation and hydraulic requirements for the construction contractor. Also a typical detail for a concrete bearing pad will be included in this specification. The contractor will be expected to provide a structure meeting these requirements, as well as approval by the City.

## 2. SUBSTRUCTURE

- Mini-Piers – Essentially to remain with only minor patching of spalled or damaged areas.
- Center Pier – Remove and replace the existing stone masonry section which has failed and fallen into the river. The existing concrete portion of the existing pier is to remain and the proposed section will generally match that of the existing concrete section in shape and foundation depth. Place new bridge seat as needed on the existing concrete section.
- Scour countermeasures – To be evaluated to determine expected scour and resulting countermeasures required. Scour countermeasures will be designed and proposed based upon potential wetland/river impacts and feedback from the City.
- West Abutment - Remove and replace the failed existing stone masonry section in the middle of the abutment with a reinforced concrete stem section, utilizing the existing

abutment foundation and footing. The remaining stone masonry sections to either side of the failed section is to be repaired and re-pointed, and a new bridge seat installed as needed.

- East Abutment – Repair and repoint existing stone masonry. Install a new bridge seat as needed.

#### **D. BORINGS AND SOILS INVESTIGATIONS**

The City will retain boring contractor to perform borings through the center pier in order to determine the depth of the existing footing and design the repairs (extension). Previously completed boring logs will be utilized initially for the project, where practical.

WMC will retain a geotechnical engineer will be retained to provide an evaluation of foundation conditions and recommendations for footing design parameters and construction operations. A letter summarizing the subsurface investigations, evaluation and recommendations, however, a formal geotechnical report will not be needed.

#### **E. SITE INVESTIGATION – CONTAMINATED SOIL/GROUNDWATER**

None required.

#### **F. INVESTIGATIVE SURVEY - S (LEAD BASED PAINT TASK 710)**

None required. It will be assumed that the paint is lead-based and that specifications will need to be included to deal with this during structural repairs and painting. Samples will be taken and tested to confirm prior to completion of design and bidding.

#### **G. LINEAR PARK PROJECT COORDINATION**

With the City's assistance, WMC will coordinate the bridge rehabilitation project with the Mill River Park Collaborative, which is overseeing the linear park to the north and south of the structure.

#### **H. UTILITY COORDINATION**

Attend and participate in a preliminary utility coordination meeting to be held by the City prior to, or during the early stages of preliminary design.

#### **I. PRELIMINARY DESIGN PLANS & ESTIMATE**

Concurrent with the preliminary studies being performed above, and in addition to the associated hydraulic design report and structural design summary, WMC will prepare preliminary design plans for submittal to the City for review and approval prior to proceeding into the final design and preparation of bid documents.

Preliminary Design drawings will essentially consist of the following:

- Walkway Plan - Including existing topography and property boundaries, rehabilitation work proposed on the bridge, proposed walkway approach improvements, temporary pedestrian bridge, E&S control measures and potential property impacts.
- Drainage - Other than installation of new catch basin tops (if required), no drainage modifications or design will be required.
- Profile - Walkway approach & bridge
- Limited Walkway Cross Sections (as may be needed)
- Structure Plan/Elevation/Section Sheet – Including layout of walkway amenities, seating and planters.
- Abutment and Pier Elevation & Section Views – Depicting preliminary layout of proposed repair work
- Limited Structural Repair Details
- Truss Elevations – Identifying locations and types of restoration will be performed on the truss.

Cost Opinion – Perform estimate of quantities to install proposed restorations, repairs and improvements and prepare a cost opinion based upon these quantities

#### J. PUBLIC INFORMATION MEETING

WMC will prepare visual presentation materials for, attend and make a formal presentation of the project at a public information meeting to be organized, advertised and held by the City. The City will prepare meeting minutes if required

**TASK 3.3 - SEMI-FINAL DESIGN SUBMITTAL (70%)** - There will be no semi-final design phase.

#### **TASK 3.4 - FINAL DESIGN (90% & 100%)**

- A. Final Plans For Review - 90% - Based upon City review and public feedback from the preliminary design phase and Public Information meeting, a final design (90%) submittal of the proposed rehabilitation of the bridge for walkway use will be prepared for City review, including detailed construction drawings, specifications and opinion of costs. More specifically this shall include the following.
- 1) Walkway and structure plans submitted in the preliminary design phase, progressed to 90% and addressing City reviewing comments and direction.
  - 2) Walkway Amenities – General locations of areas for planters, seating, etc.. Location, configuration and installation details will be shown for the ornamental pedestrian/bicycle rail to be installed on both sides of the walkway. Streetscape details of the bollards, signage, seating, lighting, planters, planting plan, watering system, etc. will be prepared under a separate streetscape design phase.
  - 3) Temporary Pedestrian Bridge – The location will be shown on the walkway plan. For the structure to be used as a temporary pedestrian crossing during construction, a performance

specification will be used to describe the use, loading, dimensional, elevation and hydraulic requirements for the construction contractor. Also a typical detail for a concrete bearing pad will be included in this specification. The contractor will be expected to provide a structure meeting these requirements, as well as approval by the City.

- 4) Center Pier Repair – Plan, elevation and sectional views of the center pier depicting proposed replacement of the failed section and any repairs to the portion to remain, including dimensional and reinforcing details.
- 5) West Abutment Repair – Elevation and sectional views of the west abutment depicting proposed replacement of the failed section in the center of the abutment, including dimensional and reinforcing details, and any repairs to the portions of the abutment to remain.
- 6) East Abutment Repair - Elevation view of the east abutment showing areas for repair and re-pointing.
- 7) Truss Rehabilitation
  - Mini-Pier and Floor Beam Repair – Elevation views depicting details and dimensioning of proposed repairs and alterations to existing floor beams and supporting mini-piers (16 views – two sides for each of 8 mini-piers).
  - Truss Repairs – Exterior elevation views of the two trusses depiction locations and dimensions of proposed repairs to the existing trusses.
  - Truss Repair Details – Section views detailing repairs indicted on the truss repair sheets.
  - Truss/floor beam attachment assembly details.
  - End Beam Repairs - Elevation views details and dimensioning of proposed repairs for the end beams at the existing center pier.
  - Truss Bearing Rehabilitation Details
- 8) Wood decking Layout Plan & Details
- 9) Scour Countermeasures – Details of scour countermeasures at substructure elements as determined by scour computations performed previously and approved by the City.
- 10) Handling Water Plan – Plan and details for controlling river flow for temporary access to the center pier, as well as construction of proposed repairs to the center pier and both abutments.
- 11) Specifications – Specifications will be the State of Connecticut Department of Transportation (ConnDOT) Form 217 - Standard Specifications For Roads, Bridges and Incidental Construction”. WMC will prepare and submit special provisions to modify or supplement the Standard Specifications as needed.
- 12) Cost Opinion – WMC will prepare and submit a detailed opinion of construction costs based upon the 90% drawings.

**B. Final Design Plans - 100%** - Upon receipt of City review comments on the 90% submittal, WMC will prepare final construction drawings, contract documents, cost opinions and related reports for final review by the City and attachment to permit applications documents.

Special Provisions, Design Statement and other word processing documents shall be furnished in Microsoft Word, version compatible with that used by the City Engineering Bureau.

Proposal Estimates and other spreadsheet documents shall be furnished in Microsoft Excel, version compatible with that used by the City Engineering Bureau.

All files shall be furnished on the least number of disks (CD or DVD) possible without the use of file compression.

### **TASK 3.5 UTILITY COORDINATION**

During design, coordination will be maintained with utilities for conformance with the proposed project design. WMC will attend and participate in potentially two (2) meetings to be held by the City with utility companies to ensure that the proposed improvements are understood and that relocated utilities are scheduled and placed in appropriate locations. Utility relocation plans and details (hangers and/or supports) are to be provided by the individual utility owners will be reviewed and inserted into the final construction plans for informational purposes. WMC will provide the structural elements required to attach the hangers or supports for utilities to be carried on the bridge. Utility supports shall be designed to be capable of withstanding flood forces (EPB Certification). If City owned utilities require design effort by WMC, this will be considered an additional service.

### **TASK 3.6 – HISTORIC AND REGULATORY APPROVALS**

#### **3.6.1 HISTORIC APPROVALS**

Presentation to the Stamford Historical Preservation Advisory Commission (HPAC) has been previously completed, therefore it is assumed that further historical coordination or meetings, or preparation of materials for any historical related meetings, will not be required.

#### **3.6.2 – REGULATORY APPROVALS**

Upon approval of the 90% design, permits will be prepared and submitted to the various regulatory review agencies as follows;

#### **FEDERAL**

**FEMA - CONDITIONAL LETTER OF MAP REVISION (CLOMR) -** Not included as the need for a CLOMR will not be known until the hydraulic modeling and report are completed. If required, CLOMR and LOMR will be performed as additional services

**U.S. ARMY CORPS OF ENGINEERS 404 PERMIT -** Preconstruction Notification (PCN) - Due to temporary impacts for cofferdams and handling water during pier and abutments repairs, as well as potential installation of scour countermeasures, a Pre-Construction Notification (PCN) is assumed to be required, including development of wetland impact mapping and plates to support the PCN application and associated State 401 Water Quality Review.

**U.S. COAST GUARD -** WMC will coordinate the project with the Coast Guard. It is anticipated that WMC may be required to submit plans to the Coast Guard if requested and attend up to two meetings with representatives of that agency.

#### **STATE**

**INTERAGENCY MEETINGS -** As there is no State or Federal funding involved, it is assumed that the State of Connecticut will not schedule this project for an interagency review, so this

scope does not anticipate a need for preparation of presentations and attendance at these meetings.

**FLOOD MANAGEMENT CERTIFICATION** - As no State or Federal funding is being used, this scope assumes that a State flood management certification will not be required.

**NDDB COORDINATION** - WMC will prepare an NDDB coordination/review package to the Connecticut DEEP.

**COASTAL PERMIT** – An application for a Structures, Dredging and Fill & Tidal Wetlands individual permit will be prepared and submitted to the Office of Long Island Sound Programs, Connecticut DEEP Bureau of Water Protection & Land Reuse. The permit will likely trigger a referral for an Army Corps of Engineers 404 permit and a DEEP 401 Water Quality Certification review.

**401 WATER QUALITY REVIEW** – For the Army Corps of Engineers 404 and DEEP OLISP permits, a referral to the Connecticut DEEP for a 401 Water Quality Review will also be required, including a separate application and permit review package and process.

#### **CITY OF STAMFORD - INLAND WETLAND PERMIT AND ENVIRONMENTAL REVIEWS**

Preparation of application to the City Environmental Protection Board (EPB) and Coastal Site Plan Review (CSPR). WMC will prepare and submit the documentation required by the EPB and CSPR and present this material separately to the respective commissions. Any reasonable concerns brought up by the commission will be addressed and incorporated into the design as necessary. This work will include preparation of the application and back-up documentation, as well as hydraulic and flood safety design certifications and attendance at review and EPB meetings.

#### **TASK 3.7 - BIDDING SERVICES**

WMC will make final revisions to the plans, specifications and cost opinions to include final comments from the City's 100% review, or revisions required to address regulatory review comments or requirements, and assemble contract documents for advertising and bidding by the City. Electronic copies of bid documents will be supplied to the City.

The City will be responsible for the distribution of bidding documents and addenda, as well as the collection of bids.

WMC will attend a pre-bid walk through, respond to potential bidder's questions and prepare addenda, if required. WMC will also tabulate bids received, review bidders qualifications and make a recommendation of the lowest qualified bidder to the City.

### **4.0 DIRECT EXPENSES**

The following items are anticipated as potentially being needed for during design and permitting of the project. This list is not absolute and there may be other direct expenses required that are not on this list and will be performed as approved by the City in advance. All direct expenses, if required, will be billed as a direct expense without mark-up by WMC:

- Electrical/Mechanical Engineering for Lighting & Plant Watering Systems

- **Landscape Architecture For Walkway Streetscape Design**
- **Metallurgic Testing of Truss Components**
- **Mileage associated with the project, will be reimbursed at the GSA rate current at the time of the incurrence of the mileage**
- **Geotechnical Evaluation**
- **Lead Based Paint Testing**
- **Subaqueous vegetation survey**
- **Wetland functions & values (and impacts) evaluation.**
- **Wetlands Planting Plan**
- **Identification & Mitigation Study for Rare and Endanger Species or Species of Special Concerns Studies**
- **LS Review & Certification for Property Maps**
- **Historic Documentation**
- **Printing costs associated with the project**
- **Express Mail, when requested by the City.**

## **5.0 CONSTRUCTION ENGINEERING SERVICES**

**WMC will provide construction administrative services as may be requested by the City of Stamford, including review of contractor submittals, inspection and administrative services.**



Exhibit "B"  
(1 Page)

Design Man-Hour & Fee Summary      City of Stamford, Connecticut      Main Street Bridge - Walkway Rehabilitation  
 Municipality CE:      WMC Consulting Engineers  
 Project Number:      N/A

CE's Subconsultant: ~~Ryan Biggs | Clark Davis~~      Profit: 22.27%      Date: 06/21/18  
 BF&O: 132.01%      WMC Ref. No: 18068.10

	Municipality CE:				CE's Subconsultant:			
	WMC Consulting Engineers				<del>Ryan Biggs   Clark Davis</del>			
	Hours	Direct Salary	Profit	BF&O	Hours	Cost		
3.1 Survey (Coordination & Oversight)	21	\$ 1,035.15	\$ 230.53	\$ 1,366.50	0	\$ -	\$ -	\$ -
3.2 Preliminary Design	1281	\$ 61,391.61	\$ 13,671.91	\$ 81,043.06	185	\$ 22,860.00	\$ -	\$ -
3.3 Semi-Final Design (70%)	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -
3.4 Final Design (90% & 100%)	731	\$ 32,841.55	\$ 7,313.81	\$ 43,354.13	245	\$ 32,394.00	\$ -	\$ -
3.5 Utility Coordination	70	\$ 3,271.28	\$ 728.51	\$ 4,318.42	0	\$ -	\$ -	\$ -
3.6 1. Historic Reviews & Approvals	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -
3.6 2. Regulatory Approvals	363	\$ 18,153.75	\$ 4,042.84	\$ 23,964.77	0	\$ -	\$ -	\$ -
3.7 Bidding Phase Services	103	\$ 4,701.44	\$ 1,047.01	\$ 6,206.36	42	\$ 5,552.00	\$ -	\$ -
3.8 Shop Drawing Review	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -
<b>Total:</b>	<b>2569</b>	<b>\$ 121,394.77</b>	<b>\$ 27,034.62</b>	<b>\$ 160,253.24</b>	<b>472</b>	<b>\$ 60,806.00</b>	<b>\$ -</b>	<b>\$ -</b>
				<b>\$ 308,682.62</b>				<b>\$ 60,806.00</b>

DIRECT COSTS		Amount
1	Survey - Topo, Prcp & Hydraulic Base Mapping	\$ -
2	Wetlands & OHW Delineation & Report	\$ -
3	Boat	\$ 1,000
4	Traffic Counts & Report	\$ -
5	<del>Structural Consultant Cross Road</del>	\$ 5,000
6	Test Pits - Verify Deck Configuration	\$ 3,000
7	Subsurface Investigation & Testing	\$ -
8	Steel Test Coupons & Weldability Eval.	\$ 2,000
9	Lead Paint Testing	\$ 1,000
10	Geotechnical Engineering & Report	\$ 3,500
11	Electrical (Lighting) & Mechanical (Plant Watering System)	\$ 4,500
12	Landscape Architect	\$ 10,000
13	Species of Concern Eval & Report	\$ 3,500
14	Request & Obtain FEMA Hydraulic Data	\$ 400
15	Reproduction - PE	\$ -
16	Reproduction - PD	\$ 485
17	Reproduction - SFD (70%) - CLE Submittal	\$ -
18	Reproduction - Permitting	\$ 320
19	Reproduction - FD 90%	\$ 1,025
20	Reproduction - FD 100%	\$ 1,450
21	Reproduction - FD Bidding	\$ 3,680
22	Mileage	\$ 365
23	Coastal Wetland & Subaqueous Vegetation Survey	\$ 2,500
24	Wetland Planning Plan	\$ 2,500
25	Programmatic Section 4(f) Evaluation	\$ -
<b>Total:</b>		<b>\$ 46,255.00</b>

Total Man-Hours (Tasks 1-7)	3,041	
Total Direct Salary (Tasks 1-7)	\$182,200.77	
Profit (Tasks 1-7)	\$27,034.62	
BF&O (Tasks 1-7)	\$160,253.24	
		<b>Say</b>
Total Engineering (Tasks 1-7)	\$369,488.62	\$ 369,500
Direct Costs	\$46,255.00	\$ 46,300
<b>Subtotal</b>	<b>\$415,743.62</b>	<b>\$ 415,700</b>
10% Contingency	\$41,574.36	\$ 41,600
Shop Drawing Review (Task 3.8)	\$0.00	\$ -
Design Services During Construction	\$0.00	\$ -
<b>Total Engineering (Tasks 3.1-3.7)</b>	<b>\$369,488.62</b>	<b>\$369,500.00</b>
<b>Total All</b>	<b>\$457,317.98</b>	<b>\$457,300.00</b>



Exhibit "C"  
( 4 Pages)

**CITY OF STAMFORD**  
**PROVISION FOR REQUIRED INSURANCE**

**Engineering Design Services**

**West Main Street Bridge - Walkway Rehabilitation**

The Consultant hereby agrees to maintain at its own expense comprehensive general liability, automobile liability, professional liability and workers' compensation, if applicable, during the term of this Agreement in amounts determined to be sufficient by the City's Risk Manager. The commercial general liability insurance policies shall contain minimum limits of liability of \$1,000,000 / 3,000,000 combined single limit per occurrence for bodily injury and property damage and shall name the City of Stamford, and its officers, agents and employees as additional insureds. The general liability policy shall contain, but not be limited to, operations liability, contractual liability, which insures any indemnities contained in the Agreement, products liability and completed operations, which shall be maintained for a period of not less than three years following completion of the work under the Agreement and personal injury and advertising liability.

The Consultant shall also maintain commercial automobile liability insurance, subject to minimum limit of liability of \$1,000,000 per accident for bodily injury and property damage. This insurance shall include coverage for all owned, non-owned and leased / rented vehicles. The City of Stamford and its employees, agents and officers shall be designated as additional insureds.

The Consultant shall maintain professional liability insurance, which covers the services to be provided pursuant to the contract between the City of Stamford and the "Consultant". The minimum limit of liability shall be \$1,000,000 per claim or per incident and \$2,000,000 in the aggregate.

The Consultant further agrees to maintain at its own expense workers' compensation and employer's liability insurance, if applicable, which shall insure all employees of the Consultant. The workers' compensation insurance shall comply with all workers' compensation laws and regulations in the state of Connecticut. The employer's liability insurance shall contain limits of liability of not less than \$100,000 for each accident, disease each employee and disease policy limit.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions.

Any insurance required hereunder written on a "claims made" rather than on an occurrence basis shall contain a retroactive date no later than the earlier of the commencement date of the services under the Agreement or execution of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period

for insurance claims (Tail Coverage) shall be available for at least sixty (60) months following termination of the services under the Agreement or termination of the Agreement, whichever is later.

The Consultant agrees to waive any right of claim against the City of Stamford and its employees, agents and officers for any losses, damages and expenses arising out of the services in the Contract between the City of Stamford and the Consultant. All insurance required hereunder shall contain waivers of subrogation against the City of Stamford and its employees, agents and officers.

The insurance required hereunder shall be primary, and not excess, without any right of contribution by any insurance maintained by or on behalf of the City of Stamford.

The Consultant agrees to provide the Risk Manager for the City of Stamford with certificates of insurance prior to commencement of services under this Agreement and throughout the full term of this contract upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee of the Consultant can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.



Exhibit "C"

WENGMCD-01

PATRA6

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	<b>CONTACT NAME:</b> Kristen D. Lankton <b>PHONE (A/C, No, Ext):</b> (860) 430-3258 <b>E-MAIL ADDRESS:</b> klankton@SmithBrothersUSA.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Wengell, McDonnell & Costello, Inc. DBA WMC Consulting Engineers 87 Holmes Road Newington, CT 06111	<b>INSURER A:</b> Valley Forge Insurance Company <b>NAIC #</b> 20508
	<b>INSURER B:</b> National Fire Ins Co of Htfd <b>20478</b>
	<b>INSURER C:</b> Continental Casualty Company <b>20443</b>
	<b>INSURER D:</b> Am Casualty Co of Reading PA <b>20427</b>
	<b>INSURER E:</b> Travelers Casualty and Surety <b>31194</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT      LOC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6024679512	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Valuable Papers \$ 250,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6045362811	01/11/2018	01/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB      CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	6045362632	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      Y/N      N/A If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	6024679557	01/11/2018	01/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab		105215745	01/11/2018	01/11/2019	Each Claim \$ 2,000,000
E			105215745	01/11/2018	01/11/2019	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT. FULL PRIOR ACTS.

Re: West Main Street Bridge - Walkway Rehabilitation.  
City of Stamford and its officers, agents and employees are included as additional insureds as respects to General Liability and Automobile Liability per policy forms.  
SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Kimberly S. Council</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Smith Brothers Insurance, LLC</b>		NAMED INSURED <b>Wengell, McDonnell &amp; Costello, Inc. DBA WMC Consulting Engineers</b> 87 Holmes Road Newington, CT 06111	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:  
 Primary and Non-Contributory coverage is included as respects to General Liability, Automobile Liability and Umbrella Liability per policy forms.  
 Completed Operations coverage is included for General Liability per policy forms.  
 City of Stamford and its employees, agents and officers are included under Waiver of Subrogation as respects to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation per policy forms.**