AGENDA

DATE: Monday, May 19, 2014
TIME: 5:30 PM
PLACE: Public Works Center (Second Floor Conference Room), 15 South Smith Street

1. Call to Order

2. Executive Session to discuss ongoing litigation with Flowserve about main lift pumps’ failure

3. Approve the minutes from WPCA Meeting held on April 21, 2014 (copy included)

4. Authorize the Chairman or Vice Chairman of the Water Pollution Control Authority to execute an amendment to the June 11, 2013 with Arcadis U.S., Inc. in the amount of $239,000 to provide construction administration services for the Beacon Street Interceptor Service Area Project in accordance with a letter proposal dated May 13, 2014 (copy included).

   Account No. 09114062-5777-C0361

5. Authorize the Chairman or Vice Chairman of the Water Pollution Control Authority to execute an Agreement with Heitkamp, Inc. in the amount of $1,748,239.10 for the Beacon Street Interceptor Service Area Project (Project: WPCA2014-1). (bid documents attached)

   Account Nos. 09114062-5777-C0361, 09124062-5777-C0361, 09134062-5777-C0361

6. Authorize the Director of Public Works to issue orders on contract to Heitkamp, Inc. for the Beacon Street Interceptor Service Area Project (Project: WPCA2014-1) for an amount not to exceed $174,824.

   Account No. 09134062-5777-C0361

7. Reports:
   a. FY13/14 Revenues/Expenditures Report (copy included)
   b. Sewer Use Bill Appeals/Adjustments Update
      1) Appeal status
      2) Sewer Use Fee Billing (FY14-15)
   c. Information Copies:
      1) OMI Monthly Operating Report – April 2014 (copy included)
      2) Final Nitrogen Credit - 2013 (copy included)

8. Adjournment

Next WPCA Meeting: Monday, June 16, 2014
5:30 PM
Second Floor Conference Room, Public Works Center
15 South Smith Street
CITY OF NORWALK  
WATER POLLUTION CONTROL AUTHORITY  
April 21, 2014

Attendance:  Darren Oustafine, Chairman  
             Lewis Clark, Vice Chairman  
             Mayor Rilling  
             Dave McCarthy  
             James Clark  
             John Flynn

Staff:  Hal Alvord, DPW Director  
        Lisa Burns, DPW Operations Manager  
        Ralph Kolb, DPW Senior Environmental Engineer

Others:  John Ahern, CH2M Hill, OMI, INC  
         Robert Cook, The Norwalk Hour

1. **PUBLIC HEARING ON THE PROPOSED SEWER USE RATES TO BE EFFECTIVE JULY 1, 2014 (NOTICE INCLUDED)**

Chairman Oustafine opened the public hearing at 5:30PM  
Chairman Oustafine closed the public hearing at 5:32PM  
No one from the public attended

2. **CALL TO ORDER**

Chairman Oustafine called the meeting to order at 5:32PM

3. **APPROVE THE MINUTES FROM WPCA MEETING HELD ON MARCH 17, 2014 (COPY INCLUDED)**

**MR. MCCARTHY MOVED TO APPROVE THE MINUTES**  
**MOTION PASSED UNANIMOUSLY**

Mr. Oustafine introduced Mr. Flynn and said that he is the newest member to the WPCA.

4. **APPROVE THE SEWER USER RATES TO BE EFFECTIVE JULY 1, 2014**

Mr. McCarthy said that there was no change in the rate last year and that this is consistent with how the WPCA has been tracking.

**MR. JIM CLARK MOVED TO APPROVE THE ITEM**  
**MOTION PASSED UNANIMOUSLY**
5. **APPROVE THE PROPOSED FY 2014-15 OPERATING BUDGET (COPY INCLUDED)**

Mayor Rilling asked why the budget line for legal fees went from $30,000 to $80,000. Ms. Burns said because the WPCA has entered into litigation regarding the main lift pumps. She said to date that the line for legal fees is over budget this fiscal year by approximately $10,000. Mr. Flynn asked if there is an agreed upon legal fee established per action. Ms. Burns said that the budget is based on historical projections of what was spent, and a lot of years it has been nominal and whatever monies that has not been spent gets returned back to the WPCA’s fund balance.

**MAYOR RILLING MOVED TO APPROVE THE ITEM**  
**MOTION PASSED UNANIMOUSLY**

6. **APPROVE THE PROPOSED FY 2014-15 CAPITAL BUDGET**

Ms. Burns said that the only change that was made since the capital budget was presented last month is that it used to say general obligation funds, and that has been removed to be consistent with the financial model. She said that the WPCA is not going to be issuing through the city’s general obligation bonds to finance the capital projects next year and will be paying for them from the existing fund balance.

**MR. MCCARTHY MOVED TO APPROVE THE ITEM**  
**MOTION PASSED UNANIMOUSLY**

7. **AUTHORIZED TRANSFER OF $64,787 FROM WPCA SEWER USE CHARGES ACCOUNT (224062-4513) TO GENERAL FUND TAX OVERPAYMENT ACCOUNT (010000-2307) FOR “THE MARVIN” PER STIPULATED JUDGEMENT DATED FEBRUARY 12, 2014.**

Ms. Burns said this is a follow up to the discussion at the last meeting that the city entered into a stipulated judgment in February regarding an overpayment of pilot and sewer use fees for The Marvin. She said that they will be receiving relief back over a five year period, but in lieu of doing a budget transfer of one fifth of $64,707 per year back to the city, staff is suggesting the entire amount be but into the city’s general fund so that the city can then apply it to The Marvin at its own discretion.

**MR. MCCARTHY MOVED TO APPROVE THE ITEM**  
**MOTION PASSED UNANIMOUSLY**

8. **AUTHORIZED TRANSFER OF $443,562.50 FROM REPLACEMENT RESERVE ACCOUNT (224062-5789) TO SAMMIS STREET PUMP STATION CAPITAL ACCOUNT (09144062-5777-C0529)**

Mr. Kolb said that when the pump station went down during Hurricane Sandy staff had requested $1.4 million dollars in the capital budget not knowing how much it was going to ultimately be with the design and construction costs. He said now that the design has been and completed and that bids are back for construction the total project is anticipated to cost $1.843
million dollars and staff is requesting the additional monies be transferred from the replacement reserve into the Sammis Street pump station account.

** MR. JIM CLARK MOVED TO APPROVE THE ITEM
** MOTION PASSED UNANIMOUSLY

9. REPORTS

a. FY12/13 Revenues/Expenditures Report (MUNIS report included)
   Ms. Burns said that overall everything is tracking as anticipated on both the revenue and expense side. Mr. Kolb said that Wilton has paid their invoice in the amount of $505,061 for the sewer use charges.

b. Draft Financial Model Report (by ARCADIS)
   Ms. Burns said that the report summarizes the assumptions of the financial model that was presented at the meeting last month based on finalizing the approach of how the rate was going to be set.

c. Discussion on WPCA Projects:

1. Beacon Street Interceptor Service Area Sewer System Rehabilitation Project
   Mr. Kolb said that the project went out to bid on April 16, 2014, and that there is a mandatory pre-bid meeting scheduled for April 30, 2014, and the bids are due back on May 19, 2014. He said that this is a lining project and that the engineers estimate is $1.8 million dollars.

2. Sammis Street Pump Station and Ann Street Flood Damage Upgrade
   Mr. Kolb said that Delray is the contractor for both projects and that they are now in the process of working with Wright Pierce. Ms. Burns said that staff will be working with the Garden club on the plantings for the Sammis Street pump station. Mr. McCarthy asked how long Ann Street will take to complete, and will they then begin the Sammis Street project. Mr. Kolb said that Ann Street will only take a few weeks to complete and once that is completed they will then begin the Sammis street project. Mr. McCarthy asked how long the Sammis Street project will take to be completed. Mr. Kolb said that the overall time line for completion is 365 days which will be in February 2015, but that it is his understanding that they will finish completion by the end of this year.

3. Ely Avenue and Bouton Street Investigation
   Mr. Kolb said that this has been on-going for several years and there has been multiple qualified contractors that have attempted to clean and CCTV the sanitary sewer line and have failed. He said that the line goes underneath Metro-North at Lowe Street and Ely Avenue and that it is a difficult location and that the line is deep. He said there is now a contractor that is scheduled to begin work in the coming weeks.
d. Sewer Use Bill Appeals/Adjustments Update
   1. Appeal Status
      Mr. Kolb said that the adjustments to date are $40,370
   2. Top 25 Sewer Use Fees (FY13-14)
      No discussion.

e. Information Copies:
   1. OMI Monthly Report- March 2014 (copy included)
      Mr. Kolb reported on the major items completed and said that MLP number four is
      back from repairs and has been installed, and that MLP number three has been sent
      out for repairs. He said that nitrogen fell into band “D”.
   2. WPCA Contact List Update (copy included)
      No discussion.

10. ADJOURNMENT

** MR. MCCARTHY MOVED TO ADJOURN
** MOTION PASSED UNANIMOUSLY
The meeting adjourned at 7:15PM

Respectfully Submitted,

Dilene Byrd
Ralph Kolb  
Wastewater Systems Manager  
City of Norwalk WPCA  
15 South Smith Street  
Norwalk, Connecticut 06855  

Re:  Beacon Street Interceptor Service Area  
Sewer Rehabilitation  
Proposal for Construction Phase  
Engineering Services  

Dear Mr. Kolb:

ARCADIS is pleased to provide our scope of services and budget to assist the Water Pollution Control Authority for the City of Norwalk (WPCA) with construction phase engineering services for the subject project. The proposed services include construction administration and full-time, on-site resident engineering services, as described in detail in Schedule A.

The enclosed scope of services and budget have been formatted as attachments to the City’s standard contract. In accordance with the payment structure requested by the WPCA, we have prepared a budget for the scope of services on a lump-sum basis.

In accordance with the anticipated construction duration, and as provided for in the construction documents, we have assumed providing on-site resident engineering (RE) services for a period of 270 calendar days (193 working days), for eight (8) hours per day, totaling 1,544 budgeted hours.

We appreciate the opportunity to work with the WPCA on this important project. Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

ARCADIS U.S., Inc.

Scott Haynes, PE, BCE  
Principal Engineer/Project Manager

Imagine the result

g:/busdev/norwalk cf/2014 beacon st int ca-reica-re cover letter.docx
Schedule A
Scope of Engineering Services for City of Norwalk
Beacon Street Interceptor Service Area
Sewer System Rehabilitation
Construction Phase Services

This Schedule A – Scope of Engineering Services, consists of this page and the attached Schedule A1 – Detailed Construction Phase Engineering Services.

TASK 1 – CONSTRUCTION ADMINISTRATION SERVICES

ARCADIS will provide the following Construction Administration services for the duration of the construction period:

- Review of shop drawings, requests for information and substitutes;
- Periodic site visits for construction observation;
- Interpretation and clarification of contract documents and requirements;
- Review and processing of contractor applications for payment;
- Meetings with the Client and contractor;
- Coordination of resident engineering services; and
- Preparation of change orders

A detailed description of these responsibilities is included in Schedule A1 – Detailed Construction Phase Services.

TASK 2 – FULL-TIME, ON-SITE RESIDENT ENGINEERING

ARCADIS will provide full-time, on-site resident engineering services as described in detail in Schedule A1 – Detailed Construction Phase Services.

TASK 3 – AS-BUILT RECORD DRAWINGS

ARCADIS will complete as-built Record Drawings following completion of the Beacon Street Interceptor Service Area Sewer System Rehabilitation construction. The Record Drawings will depict actual work completed, including the location, manhole or pipe section numbers, and a general description of the rehabilitation, repair, or replacement completed during construction.
CONSTRUCTION PHASE SERVICES

Note: For purposes of this Schedule, the expressions Contract Documents, Shop Drawing, and Change Order shall have the meanings given in the Construction Contract between Client and the Contractor.

1. General Administration of Construction Contract. ARCADIS shall consult with and advise Client and act as Client's representative as provided in this Agreement. All of Client's instructions to Contractor will be issued through ARCADIS who will have authority to act on behalf of Client to the extent provided in this Agreement.

2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress:

2.1 ARCADIS shall make visits to the site at intervals appropriate to the various stages of construction as ARCADIS deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the Contractor's work (Work). In addition, ARCADIS shall provide the services of a Resident Project Representative (Resident) at the site to provide more extensive inspection of the Work. Based on information obtained during such visits and its inspections, ARCADIS shall endeavor to determine whether the Work is proceeding in accordance with the intent of the Contract Documents. ARCADIS shall keep Client informed of the progress of the Work.

2.2 The Resident will be ARCADIS's agent or employee and under ARCADIS's supervision. The duties and responsibilities of the Resident are set forth in Article D.2, "Duties, Responsibilities and Limitation of Authority of Resident Project Representative," below.

2.3 The purpose of ARCADIS's visits to and representation by the Resident at the site will be to provide for Client a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.

2.4 ARCADIS shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work. Nor shall ARCADIS have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. ARCADIS can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3. Defective Work. During its visits, ARCADIS may disapprove of or reject the Work while it is in progress if ARCADIS believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

4. Interpretations and Clarifications. ARCADIS shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by Client, if appropriate.

5. Shop Drawings. ARCADIS shall review and approve (or take other appropriate action) Shop Drawings, samples and other data which Contractor is required to submit. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Any approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

6. Substitutes. ARCADIS shall evaluate and determine the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.

7. Inspections and Tests. ARCADIS shall have authority, as Client's representative, to require special inspection or testing of the work, and shall review all certificates of inspections, tests and approvals required by law or the Contract Documents to determine that both the content of the certificates and the certified inspection or test results comply substantially with such requirements.

8. Disputes between Client and Contractor. ARCADIS shall act as the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Client or Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.

9. Applications for Payment. Based on ARCADIS's on-site observations, on information provided by the Resident, and on review of applications for payment and the accompanying data and schedules, ARCADIS shall:
9.1 Recommend in writing payments to Contractor. Such recommendations of payment will constitute a representation to Client that the Work has progressed to the point indicated and that, to the best of ARCADIS's knowledge, information and belief, the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations.

9.2 In the case of unit price Work, include final determinations of quantities and classifications of the Work in the recommendations of payment, subject to any subsequent adjustments allowed by the Contract Documents.

9.3 By recommending any payment ARCADIS will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations beyond the responsibilities specifically assigned to ARCADIS in this Agreement and the Contract Documents have been made by ARCADIS to check the quality or quantity of the Work as it is furnished and performed. ARCADIS is not responsible to examine how or for what purposes the Contractor has used the moneys paid on account, or to determine that title to any of the Work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

10. **Contractor's Completion Documents.** ARCADIS shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, approvals, and record documents which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents ARCADIS shall transmit the documents to Client with written comments.

11. **Inspections.** ARCADIS shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed Work is acceptable so that ARCADIS may recommend, in writing, final payment to Contractor. ARCADIS may give written notice to Client and the Contractor that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 9.3.

12. **Limitation of Responsibilities.** ARCADIS shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except ARCADIS's own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained in paragraphs 1 thru 11, shall be construed to release ARCADIS from liability for failure to properly perform the duties and responsibilities assumed by ARCADIS in the Contract Documents.

**DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

The duties and responsibilities of the Resident Project Representative (Resident) are limited to those of ARCADIS in Schedules A and B and are further described as follows:

1. **General.** The Resident is ARCADIS's agent at the site, will act as directed by and under the supervision of ARCADIS, and will confer with ARCADIS regarding Resident's actions. Resident's dealings in matters pertaining to the on-site Work shall in general be with ARCADIS and Contractor, but keeping Client advised as appropriate. Resident's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident shall generally communicate with Client with the knowledge of and under the direction of ARCADIS.

2. **Duties and Responsibilities.** The Resident shall:

2.1 **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ARCADIS concerning acceptability.

2.2 **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

2.3 **Liaison:**

2.3.1 Serve as ARCADIS's liaison with Contractor, working principally through Contractor's superintendent and assist in explaining the intent of the Contract Documents as necessary.

2.3.2 Assist ARCADIS in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.

2.3.3 Assist in obtaining from Client additional details or information, when required for proper execution of the Work.

2.4 **Shop Drawings and Samples:**

2.4.1 Record date of receipt of Shop Drawings and samples.

2.4.2 Receive samples which are furnished at the site by Contractor and notify ARCADIS of availability of samples for examination.

2.4.3 Advise ARCADIS and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not yet been received and approved by ARCADIS.
2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

2.5.1 Conduct on-site inspections of Work in progress to determine whether the Work is proceeding in general compliance with the Contract Documents.

2.5.2 Report to ARCADIS whenever Resident believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise ARCADIS of Work that Resident believes should be corrected or rejected, should be uncovered for inspection, or requires special testing, inspection or approval.

2.5.3 Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record and report to ARCADIS appropriate details relative to the test procedures and startups.

2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ARCADIS.

2.6 Interpretation of Contract Documents: Report to ARCADIS when clarifications and interpretations of the Contract Documents are needed. Transmit to Contractor clarifications and interpretations issued by ARCADIS.

2.7 Modifications. Consider and evaluate Contractor's suggested changes to Drawings or Specifications and report to ARCADIS with Resident's recommendations. Transmit ARCADIS's decisions to Contractor.

2.8 Records:

2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, ARCADIS’s clarifications and interpretations of the Contract Documents, progress reports, and

2.8.2 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions concerning Change Orders or changed conditions, list of job site visitors, daily activities, decisions, general observations, and specific, more detailed observations as in the case of test procedures. Send copies to ARCADIS at appropriate intervals.

2.8.3 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.9 Reports:

2.9.1 Furnish reports at appropriate intervals to ARCADIS concerning progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

2.9.2 Consult with ARCADIS in advance of scheduled major tests, inspections or start of important phases of the Work.

2.9.3 Draft proposed Change Orders, obtaining supporting information from Contractor, and recommend to ARCADIS.

2.9.4 Report any accidents or unusual incidents to ARCADIS and Client immediately upon occurrence.

2.10 Payment Requests: Review Contractor's applications for payment for compliance with the requirements of the Contract Documents and forward with Resident's recommendations to ARCADIS. The Resident will note the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

2.11 Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be furnished by Contractor are appropriate to the items actually installed and in accordance with the Contract Documents. The Resident will have this material delivered to ARCADIS for review and forwarded to Client prior to final payment for the Work.

2.12 Completion:

2.12.1 Before ARCADIS issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

2.12.2 Determine whether necessary inspections and approvals by public agencies having jurisdiction over the Work have been performed and advise ARCADIS accordingly.

2.12.3 Conduct a final inspection of the Work in the company of ARCADIS, Client, and Contractor and prepare a final list of items to be completed or corrected.

2.12.4 Verify that all items on final list have been completed or corrected and make recommendations to ARCADIS concerning acceptance of the Work.
3. **Limitations of Authority.** The Resident:

3.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by ARCADIS.

3.2 Shall not exceed limitations of ARCADIS's authority as set forth in this Agreement or the Contract Documents.

3.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

3.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

3.6 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

3.7 Shall not authorize Client to occupy the Project in whole or in part.

3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ARCADIS.
Schedule B
Compensation for Construction Phase Engineering Services
City of Norwalk
Beacon Street Interceptor Service Area
Sewer System Rehabilitation

For the engineering services described in Schedules A and A1, ARCADIS will be compensated a lump sum fee of $239,000, in accordance with the following Task breakdown.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Construction Administration</td>
<td>$54,600</td>
</tr>
<tr>
<td>2</td>
<td>Resident Engineering</td>
<td>$178,400</td>
</tr>
<tr>
<td>3</td>
<td>As-Built Record Drawings</td>
<td>$6,000</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td><strong>$239,000</strong></td>
</tr>
</tbody>
</table>

Construction phase services, including on-site resident engineering services, include all direct labor costs, indirect labor costs, overhead, profit and expenses, and are based on an estimated construction duration of 270 calendar days. In accordance with the anticipated construction duration, and as provided for in the construction documents, we have assumed providing on-site resident engineering (RE) services for a period of 270 calendar days (193 working days), for eight (8) hours per day, totaling 1,544 budgeted hours.

The above fees will not be exceeded without prior authorization from the City of Norwalk.

**Invoices.** ARCADIS will submit invoices to Client for each month during which services were performed. Invoices will be based on a “percent complete” basis for each task.
## BID RESULTS

**Project:** WPCA2014-1 Beacon Street Service Area Sanitary Sewer Interceptor Rehabilitation Project  
**Date:** Friday, May 09, 2014 at 2:00 pm

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>BID BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heitkamp Inc., Pipeline Rehabilitation</td>
<td>$1,748,239.10</td>
<td>Western Surety Co.</td>
</tr>
<tr>
<td>National Water Main Cleaning</td>
<td>$1,749,219.30</td>
<td>Western Surety Co.</td>
</tr>
<tr>
<td>Green Mountain Pipeline Services</td>
<td>$1,966,582.00</td>
<td>Western Surety Co.</td>
</tr>
<tr>
<td>All State Power Vac</td>
<td>$1,974,593.84</td>
<td>Western Surety Co.</td>
</tr>
</tbody>
</table>
Ralph Kolb
Wastewater Systems Manager
City of Norwalk WPCA
15 South Smith Street
Norwalk, Connecticut 06855

Re: Beacon Street Interceptor Service Area
    Sewer System Rehabilitation - WPCA2014-1
    Summary of Construction Bids/
    Recommendation for Award

Dear Mr. Kolb:

The bid opening for construction of the Beacon Street Interceptor Service Area - Sewer System Rehabilitation contract was held at City Hall on May 9, 2014. A Canvass of Bids is attached to this letter.

Summary of bids

Four bids were received and the apparent low bidder is Heitkamp, Inc., of Watertown, CT (Heitkamp). The following is a summary of bids received.

<table>
<thead>
<tr>
<th>Bidder's Name</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heitkamp, Inc</td>
<td>$1,748,239.10</td>
</tr>
<tr>
<td>National Water Main Cleaning Company</td>
<td>$1,749,219.30</td>
</tr>
<tr>
<td>All State Power Vac, Inc.</td>
<td>$1,974,593.84</td>
</tr>
<tr>
<td>Green Mountain Pipeline Services, Inc.</td>
<td>$1,998,582.00*</td>
</tr>
</tbody>
</table>

See below under “Other Information” regarding error in Green Mountain’s bid.

The following is a summary analysis of the bids:

- Heitkamp's low bid of $1,748,239.10 is approximately $122,000 less than the engineer's estimate (7% lower)
- National Water Main's second-low bid is $980.20 higher than Heitkamp's bid (0.06% higher)
- The average of all four bids is $1,867,658, which is essentially equal to the engineer's estimate.

Responsiveness of low bidder

Heitkamp’s Itemized Proposal met the requirements of the Contract, including a 15% bid bond, acknowledgement of Addendum No.1 and a signed Statement of Non-Collusion. In their Itemized Proposal, Heitkamp acknowledged receipt of Addendum

Imagine the result

g:\projects\0867586 - norwalk - beacon st int design-bid\task 3 - bidding phase services\rec for award.docx
No. on 5.1.14, although the Addendum was actually delivered on 5.5.14. This can be considered a typographical error and informality.

**References checks and verbal confirmation of low bidder**

Based on ARCADIS's direct experience and discussions with several references included in Heitkamp's proposal, we believe that Heitkamp is qualified to complete the work. Our experience and reference calls confirm that Heitkamp is a dependable company that typically produces quality work and completes projects within budget.

I spoke with Will Markey, Regional Manager for Heitkamp, on May 12, 2014. Mr. Markey indicated that he is satisfied with their bid and that they are certain that they can complete the project for their bid price.

**Other information not germane to this Recommendation of Award:**

- The bids of Green Mountain Pipeline and Allstate Power Vac are missing page 2 of their Itemized Proposals, where they are required to acknowledge receipt of Addendum No. 1. Since they are the third-low and fourth-low bids, this has no bearing on the Recommendation for Award.

- Green Mountain made a multiplication error on Item 10c, resulting in under-calculating their bid by $32,000. Their total bid amount changes from $1,966,582 to $1,998,582. Since this moves them from third-low bidder to fourth-low bidder, this has no bearing on the Recommendation for Award.

**Recommendation for Award**

Based on the above information, we recommend that the WPCA award the contract for construction of the Beacon Street Interceptor Service Area - Sanitary Sewer System Rehabilitation to Heitkamp, Inc., based on their being the lowest, qualified bidder.

Sincerely,

ARCADIS U.S., Inc.

Scott Haynes, PE, BCEE
Principal Engineer/Project Manager
### FOR 2014 99

<table>
<thead>
<tr>
<th>WATER POLLUTION CONTROL</th>
</tr>
</thead>
<tbody>
<tr>
<td>22062 224 003 001 000</td>
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<tr>
<td>22062 WAGES &amp; SALARY-REGULAR</td>
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<td>22062 REIMBURSE G/F FOR PAYR</td>
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<td>22062 REIMBURSE G/F FOR NON</td>
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<td>22062 WPCA CAPITAL CONSTRUCT</td>
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<td>22062 REPAIR REPLACEMENT RES</td>
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<td>22062 STORM SANDY</td>
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TOTAL WATER POLLUTION CONTROL: 15,942,446

TOTAL PUBLIC WORKS

TOTAL WATER POLLUTION CONTROL

TOTAL EXPENSES

GRAND TOTAL: 15,942,446

** END OF REPORT - Generated by Dilene Byrd **
### 22 WATER POLLUTION CONTROL

#### 040 PUBLIC WORKS

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<th>Original Approp</th>
<th>Transfers/Adjustments</th>
<th>Revised Budget</th>
<th>YTD Expended</th>
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</tr>
</tbody>
</table>

**Total Water Pollution Control**

-14,273,749 0 -14,273,749 -14,876,344.41 .00 602,595.41 104.2%

**Total Public Works**

-14,273,749 0 -14,273,749 -14,876,344.41 .00 602,595.41 104.2%

**Total Water Pollution Control**

-14,273,749 0 -14,273,749 -14,876,344.41 .00 602,595.41 104.2%

**Total Revenues**

-14,273,749 0 -14,273,749 -14,876,344.41 .00 602,595.41

**Grand Total**

-14,273,749 0 -14,273,749 -14,876,344.41 .00 602,595.41 104.2%

**END OF REPORT - Generated by Dilene Byrd**
1 Plant Activities

A Maintenance

Major Items Completed
- PM Primary Tank #4, Repaired eye wash at hypo building
- Replaced polymer make up unit,
- Changed hedonic coil supply MAU#1 supplemental building
- Completed Quarterly Odor Survey,

Work orders [MC]
<table>
<thead>
<tr>
<th>This Month</th>
<th>Last Month</th>
</tr>
</thead>
<tbody>
<tr>
<td># of WOs completed</td>
<td>287</td>
</tr>
<tr>
<td>Ending WO backlog</td>
<td>219</td>
</tr>
</tbody>
</table>

B Violations

Permit Monthly
Excursion - Reason

Performance Guarantee

C Training

Safety Tailgates
- Globally Harmonized Systems W/ Quiz.
- Cleaning Products Safety W/ Quiz
- OSHA Quick Card HAZCOM Labeling
- OSHA Quick Card GHS pictograms

Other
- Gasoline MSDS W/ Quiz, Diesel MSDS W/ Quiz
- Terra Penetrating Oil MSDS W/ Quiz

2 Collection Systems

A Pump Stations

MRR Repairs/Upgrades
- Changed motor #1 are Sammis St. PS
- Replaced pump #3 at Keeler Brook PS

B Collection System

Spill / Overflow Reports
- 4/6 Pumps tripped at Old Trolley Way PS. 500gal sewage spill
- 4/14 Pumps tripped at Old Trolley Way PS 200 gal sewage spill

MRR Repairs/Upgrades
None

CCTV Miles  Cleaning Miles
| CY06, 6/1/05-5/31/06 | 9.83 | 45.93 |
| CY07, 6/1/06-5/31/07 | 9.79 | 45.76 |
| CY08, 6/1/07-5/31/08 | 51.97 | 45.23 |
| CY09, 6/1/08-5/31/09 | 5.97 | 38.36 |
| CY10, 6/1/09-6/30/10 | 3.33 | 38.29 |
| CY11, 7/1/10-6/30/11 | 5.52 | 85.50 |
| CY12, 7/1/11-6/30/12 | 13.96 | 108.74 |
| CY13, 7/1/12-6/30/13 | 1.30 | 6.70 |

Last Month

This Month
<table>
<thead>
<tr>
<th>CCTV Miles</th>
<th>Cleaning Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.90</td>
<td>7.40</td>
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</table>
3 Personnel

<table>
<thead>
<tr>
<th>A</th>
<th>Number of Associates / Wastewater Operator Certifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Personnel</td>
</tr>
<tr>
<td></td>
<td>Maintenance</td>
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<tr>
<td></td>
<td>Collection Systems</td>
</tr>
<tr>
<td></td>
<td>Administration</td>
</tr>
<tr>
<td></td>
<td>Turnover</td>
</tr>
</tbody>
</table>

B Changes

| None |

4 Safety

| OSHA Recordable Incidents | 4/3 completed quarterly plant safety walkthrough |
| Lost Time Incidents | None |

5 Total Nitrogen Performance

| Avg. Influent Wastewater Temp. (°C) | 14 |
| Avg. BOD Loading (lbs/day) | 16,478 |
| Actual TN Performance (lbs/day) | 737 |
| Lookup Value (lbs/day) | 1,539 |
| Actual minus Lookup (lbs/day) | -802 |
| TN Performance Band | D |
| Uncontrollable Circumstances | |

Operational Review Findings

| All equipment online |
| Winter Operations Mode |

SOP Status

| Inventory at targets. |

Summary of Findings

| Description of Ranges/Bands |
| Actual TN (aTN), Lookup Value (LV) |
| Expected Operating Range |
| aTN between 1 to 175 lbs/day less than LV |
| Band A |
| aTN between LV and up to 117 lbs/cay in excess of LV |
| Band B |
| aTN between 118 and 234 lbs/day in excess of LV |
| Band C |
| aTN greater than 234 lbs/day in excess of LV |
| Band D |
| aTN 176 lbs/day less than LV |

6 Miscellaneous

| Regulatory Inspections | None |
| Storm Flow Events | None |
| Completed Collections Vehicle Reference Guide Training | Connecticut Crane completed annual hoist and crane inspection |
1. Plant Operations
   A. Major Parameters

   ![Graph of Monthly average BOD (mg/l)]
   ![Graph of Monthly average TSS (mg/l)]
   ![Graph of Monthly average Fecal (#/100 ml)]
   ![Graph of Monthly average TN (lbs/day)]
   ![Graph of 12-month Rolling average TN (lbs/day)]
   ![Graph of Monthly average Flow MGD]
Long Island Sound Nutrient Reduction Program
FINAL Credit Exchange Invoice - 2013

NORWALK WPCF
CT0101249

End-of-Pipe TN
Discharged (lbs/day)

<table>
<thead>
<tr>
<th>Month</th>
<th>Lbs/day</th>
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<tbody>
<tr>
<td>January</td>
<td>824</td>
</tr>
<tr>
<td>February</td>
<td>1097</td>
</tr>
<tr>
<td>March</td>
<td>1187</td>
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<tr>
<td>April</td>
<td>758</td>
</tr>
<tr>
<td>May</td>
<td>526</td>
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<tr>
<td>June</td>
<td>583</td>
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<tr>
<td>July</td>
<td>614</td>
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<tr>
<td>August</td>
<td>573</td>
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<tr>
<td>September</td>
<td>711</td>
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<tr>
<td>October</td>
<td>573</td>
</tr>
<tr>
<td>November</td>
<td>400</td>
</tr>
<tr>
<td>December</td>
<td>583</td>
</tr>
</tbody>
</table>

Annual Avg 702 (lbs/day)

Credit Exchange Calculation

a. Permit Limit 734,000
b. Annual Avg 702,000
c. E-Factor 1.000
d. Credits (b - a) x c -32,000
e. Cost / Credit 5.61
f. Annual Invoice * -65,525

* Credits(d) x Cost of Credit(e) x 365 days
(negative value indicates payment to municipality)

The Commissioner will purchase credits by:
August 14, 2014, in the amount of:
$65,525

PLEASE SEND PAYMENTS TO:
State of Connecticut, Office of the Treasurer
6th Floor, 55 Elm Street
Hartford, CT 06106
Attn: Clean Water Fund Financial Administrator

Monthly Discharge of TN vs. 2013 Permit Limit

[Graph showing monthly discharge of TN compared to permit limit for NORWALK WPCF]

7.C.2
To:   Connecticut Municipalities with Sewage Treatment Facilities
       Covered under the General Permit for Nitrogen Discharges

From:  Illiana Raffa

Date:  April 29, 2014

Subject:  Invoice Notification
          Purchase or Sale of Equivalent Nitrogen Credits for 2013

The Connecticut Department of Environmental Protection, working with the Nitrogen Credit
Advisory Board, has established a Nitrogen Credit Exchange Program and General Permit to comply with
Sections 22a-521 through 22a-527 of the General Statutes of Connecticut (The Nitrogen Reduction
Program in Connecticut for Long Island Sound).

The Nitrogen Credit Advisory Board established the annual value for an equivalent nitrogen
credit at $5.61 for calendar year 2013. This value was derived as specified in Section 22a-527(b) by
dividing the total annual project cost for nitrogen removal projects at Connecticut sewage treatment
facilities by the reduction in equivalent pounds of nitrogen achieved.

The Department issued a draft ruling on March 24, 2014 proposing formal adoption of the
Board’s recommended value at $5.61 for an equivalent nitrogen credit in calendar year 2013. Notice of
the proposed value of an equivalent nitrogen credit was sent on March 27, 2014 to all those regulated
under the General Permit for Nitrogen Discharges. The Department did not receive a petition for review
of the proposed value during the 15 business day response period allowed for in the statute the value of
$5.61 for an equivalent nitrogen credit in calendar year 2013 is now final.

In accordance with Section 22a-524(c)(1) I am hereby notifying each publicly owned treatment
works of their equivalent nitrogen credit balance for calendar year 2013. Enclosed is the final invoice for
the purchase or sale of equivalent nitrogen credits for calendar year 2013.

If your municipality removed more nitrogen than was required in the General Permit for 2013,
the enclosed invoice itemizes the total credits to be sold. The Nitrogen Credit Exchange will issue a
check in the amount shown on the invoice to the Water Pollution Control Authority of the municipality on
or before August 14, 2014. No further action is required by the municipality to receive this payment.

If your municipality discharged more nitrogen than allowed by the 2013 limit for the facility in
the General Permit the invoice enclosed itemizes the total credits that must be purchased. Payment must
be made on or before July 31, 2014 by check stating on its face: “Nitrogen Credit Purchase”. Payment
should be mailed to:

State of Connecticut, Office of the Treasurer
6th Floor, 55 Elm Street
Hartford, CT 06106
Attn: Clean Water Fund Financial Administrator
If payment of the invoice is not received by July 30, 2014, the municipality’s sewage treatment facility will be considered out of compliance with the annual limits of the General Permit and subject to the enforcement provisions of Chapter 446k of the Connecticut General Statutes.

Should you have any questions or believe there is an error on the invoice, please contact Iliana Raffa of the Department’s Water Protection and Land Reuse Bureau at (860) 424-3754 or e-mail at (iliana.Raffa@po.state.ct.us).