



DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Tuesday, July 5, 2016

TIME: 7:00 P.M.

PLACE: Norwalk City Hall, 1st Floor, Room 101

AGENDA

Public Input

Public input (Guests at Committee meetings may speak to any item on the agenda. Comments shall be limited to no more than three (3) minutes per speaker.)

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, June 7, 2016.
2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Almstead Tree & Shrub Care Company LLC for the supply and planting of trees and shrubs for an amount not to exceed \$78,000.00 per year.

Account No.: 09 17 4021 5777 C0233 – DPW \$50,000 per year

Account No.: 09 17 6030 5777 C0370 – Rec & Parks \$28,000 per year

3. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the March 18, 2016 Agreement with FGB Construction Company for Project No. PM 2016-1 Pavement Management Program, for an amount not to exceed \$2,000,000.00.

Account No.: 09 17 4021 5777 C0021

09 17 4021 5777 C0302

09 17 4021 5777 C0318

09 17 4021 5777 C0503

09 17 4021 5777 (Southwind/Marlin)

4. Acknowledge the receipt of the application for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared for Metropolitan Realty Associates, LLC, Norwalk, Connecticut,"

dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00.

5. Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1' = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for Tuesday, September 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.
6. Refer the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0) as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015 at a scale of 1' = 20' on file in the Department of Public Works to Metropolitan Realty Associates, LLC for a fee of \$35,900.00 to the Planning Commission for a CGS 8-24 review.
7. Authorize the issuance of a Purchase Order to W.B. Mason Co., Inc. in the amount of \$79,762.93 for Department of Public Works work space systems in accordance with State of Connecticut Contract Pricing #15PSX0041.

Account No.: 09 17 071 7100 5777 C0119

8. Authorize the Mayor, Harry W. Rilling, to execute a construction easement with Mohawk Northeast, Inc. allowing temporary use of property situated at the northwest corner of the Burnell Boulevard Bridge for purposes of construction staging in connection with the Tunnel project at Wall Street, ConnDOT Project No. 102-333. Construction easement shall be extinguished when construction is completed (See map included).
9. Authorize the Mayor, Harry W. Rilling, to execute an Agreement(s) with H.W. Lochner for Design and Coordination Services in connection with Walk Bridge Program (State Project Nos. 301-0176, 301-0188, 0301-0181, 301-0187, 102-297, 301-0180) for a total sum not to exceed \$139,646.70.

Account No. 100% State Reimbursable

10. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Tighe and Bond, Inc. for a fee not to exceed \$15,000, to provide professional engineering services relative to investigating deficiencies and options for the portion of the Norwalk Levee located south of the Perry Avenue Bridge, adjacent to the Norwalk River.

Account No. 09 14 040 40270 0 5777 C0440

Information / Discussion

- A. Monthly Solid Waste Report – May 2016
- B. Project Status Report
- C. Correspondence
- D. Customer Service Report – June 2016
- E. East Avenue Reconstruction Project Update
- F. POKO Redevelopment Project Discussion
- G. Wall Street RR Tunnel Project

Upcoming Projects

- 1. DRG 2016-1 MLK Culvert Cleaning
- 2. DRG 2016-2 Fodor Farm Drainage Improvements

Next Meeting: Tuesday, September 6, 2016
7:00 P.M.
Room 231, Norwalk City Hall

**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
REGULAR MEETING
JUNE 7, 2016**

ATTENDANCE: John Igneri, Chair; Faye Bowman; Thomas Livingston; Eloisa Melendez; Richard Bonenfant, Michelle Maggio

ABSENT: Michael Corsello

STAFF: Bruce Chimento, Director; Lisa Burns, Principal Engineer; Mike Yeosock

OTHERS: Michael Mushak; Colin Grotheer; Jud Ailey; Diane Beltz-Jacobson, Esq.

CALL TO ORDER

Mr. Igneri called the meeting to order at 7:08 p.m. A quorum was present.

PUBLIC INPUT

The first public speaker, Mr. Mushak said that he supported the Redevelopment TOD study that included the bike facilities. He said that he had noticed the disappearance of bike facilities on plans that come out of DPW. This is a serious issue. The TOD study plan was one that the taxpayers pay for, and he said he hoped that they were there. Mr. Mushak said he discovered that there are no bike lanes that exist on East Avenue, North Avenue in front of Highpoint or West Avenue, so there is a serious issue regarding safety for bicycle riders, as there is no safe way to get across town via bicycle. This issue is close to his heart along with others who were present in the room.

The second public speaker, Mr. Grotheer, a Norwalk resident, started by expressing his support of most of the redesign elements of the West Washington Street Plan. He said that it would be important to have good parking. He emphasized that engineers for DPW have a responsibility "to guard the public health and well-being" for people not just when they are in cars, but when they are walking and bicycling on the street. The area is a very complex one but it is also a dead urban space area mostly due to the design of this intersection. He pointed out that it is very hard to get to, is open and completely exposed. When compared to similar urban areas in CT and elsewhere, the other areas are surrounded by street side parking which creates a nice, buffered space for pedestrians to feel safe and secure like they are not sitting next to a highway. By eliminating the parking in this area, it opens up this entire corner with current vacant restaurant space. There is tremendous opportunity in the renovation of that façade to bring in some real strong business tenants that use the plaza. The area could easily host a farmer's market or

other activities. They will need parking to maintain business and benefit the neighborhood.

Mr. Grotheer also brought up the suggestion to bring in some planters and paint for low cost improvements starting at North Main Street down to the train station transit area. It would make it more attractive and put a buffer for the pedestrians using the area.

The third public speaker, Mr. Judd Ailey, who is on the Parking Authority, but was present as a private citizen, said that he had been following the West Washington Street project and stated that Mr. Grotheers' comments were of important consideration.

NEW BUSINESS

Approve the minutes of the Public Works Committee Meeting of Tuesday, May 3, 2016.

**** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, MAY 3, 2016 AS PRESENTED.**

**** THE MOTION PASSED WITH FOUR IN FAVOR (IGNERI, LIVINGSTON, BOWMAN AND BONENFANT) AND ONE (1) ABSTENTION (MAGGIO.)**

Presentation on SoNo Streetscape Improvement Plans (Washington and S. Main/Monroe St.)

Mr. Yeosock came forward and made the following comments regarding the Norwalk TOD project:

- The parameters are from Washington Street from Martin Luther King to S. Main Street and also the intersection of S. Main and Monroe in front of the Police station.
- Plan is for construction of two crosswalks, one near the Library and the second at Madison Street, with flashing lights.
- Creation of a new parking spaces on the north side of Washington.
- Pulling the curb line out of the corner of Madison and creating more of a park area.
- There will be a raised crosswalk similar to what is being done on West Avenue and Monroe Street, using British cobblestone at curb height, 6" higher and the sidewalk will come out in two directions.
- The State of Connecticut will be paying for the construction (however not of the parks, that will be city funding and the City of Norwalk will be paying for the design.)

When asked about some more parking on the north side of the street, Mr. Yeosock mentioned that the interlocking bricks are being raised up by the tree roots. It will be

important to alleviate this type of tripping hazards. In the last seven years there have been over seventy-five accidents at this location. There is no change to the parking at S. Main Street.

- This project has been included in the Capital budget requests for at least fifteen years.
- A raised intersection will be install on Monroe Street similar to the intersection by the Maritime Aquarium at Marshall Street, which has a traffic calming effect.
- Meetings have been held with both the Police and Fire Departments and they are in agreement with the plans.
- The goal is to make the pedestrians more visible.
- The plans must be taken to an independent review and the State will issue a letter of commitment, then advertise it for bidding for Fall, 2016 with approved construction to start Spring, 2017.
- There will be no change in the left and right turn lanes.
- The 1st phase will take about two weeks and Washington St. will take four months.

Ms. Bowman asked if there would be a public hearing or informational session. She wished to know what the plan was to let the business owners and residents know about the upcoming construction. Mr. Yeosock said that there would be press notices sent out. A staff member said that there had been door to door flyers given out in the past when construction projects like this were underway, also.

Mr. Bonenfant asked what the overall goal was for this project. Mr. Yeosock said that it was part of the Transit Orientated District plan and was focused on pedestrian access. He said that it is difficult for pedestrians to get across Washington Street.

Mr. Igneri said that he drives through this area regularly and it is difficult for people to cross the intersection.

Ms. Maggio asked about the signage. Mr. Chimento gave a brief description of the type of signage that is similar to the ones on Strawberry Hill and other locations in town.

Mr. Igneri asked if there were plans for the 50 Washington Street park. Mr. Yeosock said that he believed that Redevelopment had plans for that area, but it was not part of this particular project. Mr. Chimento agreed and said that it would be handled through Parks and Recreation. Discussion followed about the details.

Ms. Bowman said that she wanted to make sure that there was a way for the public to give input. Mr. Igneri said that there would be more information sessions.

Authorize the Mayor, Harry W. Rilling, to execute an Agreement for design services with the "Stantec Consulting Services, Inc." to revise design plans for the Norwalk

River Valley Trail for an amount not to exceed \$13,500. (Scope of services dated May 20, 2016 attached.)

**** MS. BOWMAN MOVED TO AMEND THE ITEM FROM :**

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT FOR DESIGN SERVICES WITH THE "STANTEC CONSULTING SERVICES, INC." TO REVISE DESIGN PLANS FOR THE NORWALK RIVER VALLEY TRAIL FOR AN AMOUNT NOT TO EXCEED \$13,500. (SCOPE OF SERVICES DATED MAY 20, 2016 ATTACHED.)

TO: AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT FOR DESIGN SERVICES WITH NORWALK TRANSIT DISTRICT TO REVISE DESIGN PLANS FOR THE NORWALK RIVER VALLEY TRAIL FOR AN AMOUNT NOT TO EXCEED \$13,500. (SCOPE OF SERVICES DATED MAY 20, 2016 ATTACHED.)

It was explained that this project was for a review of the river valley trail from Union Park to the CL& P property off of New Canaan Avenue. There is a portion of the trail along the river where it went behind a business's building and there are some environmental concerns and permitting issues with this. There is a possibility that the trail will be moved to go in front of the building, which could save approximately \$200,000 on construction costs and significantly reduce the permitting process.

Mr. Bonenfant asked if there had been a map given out on this project. He was told that one had not been given out. The discussion moved to the location of the trail, which would run along Riverside Avenue and was originally planned to go behind the tile company building. Once this is approved, it would go for public input. There is room for the multi-purpose trail behind the utility poles.

Ms. Maggio asked for clarification on why the trail had to be redesigned. She was told that if the trail went along the back of the building, it would be in a flood zone and that would involve some elevation work and a lengthy DEEP permitting process.

**** THE MOTION TO APPROVE THE ITEM AS AMENDED PASSED UNANIMOUSLY.**

Rescind the action taken at the Common Council meeting of February 9, 2016 as Item numbered VII.C.7 – which stated the following:

Authorize the Mayor, Harry W. Rilling, to execute the Escrow Agreement By and Between the City of Norwalk, Connecticut and POKO-IWSR Developers, LLC for

the Maintenance of the abandoned portion of Isaacs Street beginning at the westerly boundary of the property located at 19 Isaacs Street (Tax Lot 1-29-54-0) and heading west to the easterly boundary of the property located at 20 Isaacs Street (Tax Lot 1-29-63-0) as depicted on a map prepared by Redniss & Mead entitled "Property Survey Depicting An Abandonment of a Portion Of Isaacs Street Prepared for POKO-IWSR Developers, LLC, Norwalk, Connecticut," dated November 16, 2015, at a Scale of 1" = 40' on file in the Department of Public Works. The City of Norwalk will be responsible for maintaining the roadway in accordance with city standards for twenty-five (25) years in exchange for the Developer providing funds in an escrow account for the city's use to defray the costs of such maintenance. (Memo from Corporation Counsel/Redevelopment and LDA Attached.)

**** MS. MELENDEZ MOVED THE ITEM.**

Atty. Beltz-Jacobson came forward to present the item. She said that the LDA (Land Disposition Agreement) contemplated the abandonment of a portion of Isaac Street and transferred it over to the developer at no cost for a particular phase of the project. The developer came to the City and asked the City to do the abandonment and the conveyance earlier than anticipated. In order to do it at this point of the project without abandoning the entire roadway, which would leave certain neighboring property owners without access, the Legal Department felt the best way to do this was to abandon the middle portion of it, leaving both ends as public roadway.

When this was presented to the freeholders, they felt that the City would maintain the entire roadway rather than just the ends of the road way. Otherwise, this would result in a situation where the City plows would start at one end of Isaac Street, plow part of it and lift the plow for the middle section before plowing the other end of the street. It was approved with the thought that the developer would compensate the City for the cost of maintaining that area. When it was time to execute the escrow agreement, there were questions about that and discussion centered on the City maintaining and upkeep of the entire roadway to keep it consistent with both ends. Rather than having the developer contribute to the escrow account, as quid pro quo the developer would allow passage over the abandoned portion.

Mr. Bonenfant asked if the developer would still be contribution to the escrow account.

Atty. Beltz-Jacobson said that there would no longer be an escrow account.

Mr. Bonenfant reminded everyone that he had voted no on the abandonment of the road because he thought that the road was worth something to the developer because he was combining two parcels. His no vote at the Council meeting was because the roadway was worth something to the developer and he understood that the developer would be contributing something like \$25,000 or \$50,000 for 25 years of snow plowing.

Mr. Livingston said that the City had originally committed the City to do this back in 2007 without an escrow account.

Atty. Beltz-Jacobson confirmed this was so. It was pointed out that there was no escrow account mentioned in the LDA, which was in the Council Member's packets.

Ms. Maggio asked for clarification.

Mr. Chimento said that the City would receive the right to pass over that piece of private road in exchange for maintaining and repairing it. She wished to know why no one noticed this before the City gave the portion of the road away.

Ms. Bowman asked if the LDA would prevent this.

Atty. Beltz-Jacobson said that the LDA was silent about this. The LDA says that the transfer of the road portion would be done at no cost. There was no mention of an escrow account.

Ms. Bowman asked if this would only rescind the escrow piece.

Atty. Beltz-Jacobson said this was correct.

Mr. Bonenfant said that he would like to rescind the portion of the LDA where the City gives away the road. Mr. Igneri said that it was part of the LDA.

Mr. Igneri said that this vote would send the item to the full Council for approval.

Ms. Melendez said that she understood most of the process, but wanted to know at what point the escrow became part of the process. She wished to know why it was included if it wasn't part of the original LDA.

Atty. Beltz-Jacobson explained that during the discussions about the abandonment, the LDA had included abandoning the entire street but for practical reasons, the City did not transfer the entire street to the developer. She said that there were concerns about managing the street when part of it was private and the other part public.

Mr. Bonenfant asked whether the City would be obligated to plow the road if the agreement is rescinded. He was told that theoretically, the City would not be obligated to plow the road.

Mr. Igneri said that part of the confusion was that the original LDA called for the abandonment of the entire road. Now, circumstances have changed and at this point in time, the City was only going to abandon a portion of the road. He said that as other

things take place with the project, the City may eventually abandon the entire street during Phase 2 and Phase 3. Discussion followed about the details.

Ms. Bowman asked about the businesses and if the City would be giving the developer more land. She was told that eventually, the entire area would become part of the project. Ms. Bowman's next question was whether the developer would be required to pay for the additional land. Ms. Bowman was told that the developer would have to purchase the additional parcels from the owners.

Mr. Livingston pointed that this was more than just an abandonment of the escrow fund, but included a change in the obligation of the City for maintenance.

Mr. Igneri agreed and explained that the City would perform the maintenance in return for having access to the road.

Mr. Livingston raised a question about Section 7.5 where it speaks about rededicating Isaacs Street as a City street. He asked what conditions would need to be in place for the City to take the street back.

Atty. Beltz-Jacobson said that she did not know because the Redevelopment Agency negotiated this. Discussion followed about the details.

Ms. Maggio asked if there were pictures and drawing of Phase 2 and 3 that the Council Members could see.

Atty. Beltz-Jacobson said that the Redevelopment Agency would have those.

Ms. Maggio asked if might be possible that the City might get the portion of the road back after the developer gets the extra units that they needed. She was told doing something like that would put them in violation of the zoning laws.

**** THE MOTION TO APPROVE SENDING THE ITEM REGARDING RESCINDING THE ESCROW ACCOUNT TO THE FULL COUNCIL PASSED WITH FIVE IN FAVOR (IGNERI, MAGGIO, LIVINGSTON, BOWMAN AND MELENDEZ) AND ONE (1) OPPOSED (BONENFANT).**

**Authorize the Purchasing Agent to issue a Purchase Order to Traffic and Parking Control Co., Inc. DBA/TAPCO for the purchase of 10 Axis Q6045-E MK II PTZ Dome Cameras and 10 Pendent Mount Kits for a total not to exceed \$28,500.
Account No: 09 14 4021 5777 C0528.**

**** MR. LIVINGSTON MOVED THE ITEM.**

Mr. Bonenfant said that there was only one page of backup information and asked for clarification on what these cameras did.

Mr. Yeosock said that this would be replacing an analog camera with a digital camera. There is no longer any support for the older cameras.

Mr. Bonenfant asked if these cameras could change the traffic lights.

Mr. Yeosock said that the cameras simply monitored the traffic conditions at various locations. This is similar to the type of monitoring that ConnDOT does on the I-95 corridor. The police can also access the traffic feed.

Mr. Chimento said that the cameras do not record the flow of traffic. There is no equipment in the cameras for recording.

Ms. Melendez pointed out that in Connecticut, it was against the law to issue tickets for violations that were recorded by traffic cams.

Mr. Chimento said that DPW does not record the traffic, so they can't provide lawyers with video of an accident.

Mr. Bonenfant asked if the Police record the traffic flow.

Mr. Chimento said that he did not think they recorded the feed. Discussion followed how the cameras were useful during a major water line break on Wall Street and how the information was used on a daily basis.

Ms. Bowman asked where the ten cameras would be placed.

Mr. Yeosock said that they would be replacing cameras that were already in location.

Mr. Livingston asked if they would eventually be able to record traffic flow.

Mr. Yeosock said that it was a video feed, so it could be recorded. He said that his concern was that in the future, if the City needed to recorder the traffic, they would not have to purchase a totally new camera.

Mr. Chimento said that they could have the capability, but added that if the City started to record the traffic, they would need someone to manage the video and retrieve footage if asked. There have already been two requests for video of traffic flow from lawyers since Mr. Chimento started with the department.

**** THE MOTION PASSED UNANIMOUSLY.**

INFORMATION/DISCUSSION

Monthly Solid Waste Report – April 2016

Mr. Chimento said that the report was on track and that there was about 10% left in the budget. He said that there would be a full report on May next month.

Project Status Report

Mr. Chimento said that the report was in the packet and the information regarding the questions about the projects was included.

Correspondence

Mr. Chimento said that there had been some correspondence about recycling. He explained that there had been discussions about textile recycling and that there was a bin at the transfer station for textiles. He has been approached by other companies to place other bins around town. The city would receive \$100 or \$200 per ton of recycled materials. An RFP would have to be done and a vendor would be selected. He said that he would like to find out more information about this type of recycling.

Mr. Livingston said that this would be a competitor with the other charitable organizations like Goodwill.

Mr. Igneri then read the percentage breakdowns for how the recycled clothing is used, which included a market for affordable clothing, creation of wiping rags, or breaking the fabric down into stuffing for upholstery furniture.

Ms. Maggio said that Goodwill would only take clothing that was sellable whereas these groups can recycle more things.

Mr. Chimento said that he would like to put out an RFP to see what kind of proposals would be received.

Customer Service Report – May 2016

Mr. Chimento said that there were 574 City wide service requests in the last month, 415 of which were for Public Works. He said that the center also handles calls for the State, along with Police and Fire. There are even more calls that come in that have nothing to do with service requests.

Ms. Maggio asked if there was an update on the East Avenue project other than the traffic study. She was told that the State was working on getting easements and there would be a meeting with the State on Monday.

Mr. Chimento commented that the Department spends about two days a week working on the projects like the Walk Bridge, the East Avenue project and similar project. The fender repair on the Walk Bridge will start on June 13th. The bridge had gotten stuck in the open position again and now the tracks are not lining up properly. Originally, there was a plan to put in new piles but because the soils are so poor, they can't drive the new piles because they are afraid the bridge will fail. The piles will be spliced and it will not be as an extensive projects. This is just a temporary fix. The fenders are just to protect the abutments.

Mr. Ignieri asked how safe the bridge was with the shifting soils. He was told that the DPW Department did not have that information but felt that the State would close the bridge if it was unsafe.

Mr. Chimento pointed out that there were five bridges that were involved in this project along with the catenary lines on the high towers. If a new bridge is put in, the lines would have to be moved. They believe that the new bridge will be a lift bridge with two towers and two independent sides with tracks. The designs along with the pros and cons can be found online at <http://www.walkbridgect.com>. An office for the Walk Bridge program has been opened in the Maritime Garage.

Ms. Bowman asked if there would be public information would be done. She was told that there was not a public information session on the fender repair. The State is doing the project which is mandated by the U.S. Coast Guard. The work will be done from 5 p.m. to 1 a.m. Norwalk Marine and Skip Gardella will be doing the work.

Ms. Bowman asked for information notices about the project. She was told that the Department was still waiting on information from the State on another project on Wall Street. Ms. Bowman expressed concerns about the way that the Town House Gardens parking issues were handled. The residents were told by the State that they were taking the parking spaces for the Train Station.

Mr. Chimento said that he would email Ms. Bowman a copy of the press release that just released. It is also on the City Website. The City is trying to add something to the website so complaints or concerns about the Walk Bridge that will go directly to the State. It will be important to let people know that this is a State project and the City is just performing this service as a courtesy.

Mr. Bonenfant mentioned an issue about Seaside Place, which is now a private road. He said that he had heard from the Fire Department about this. The Fire Department was very concerned about having access to the front of the buildings. It was pointed out that the residents had put up a fence on City property.

Ms. Maggio asked what would stop POKO from putting picnic benches in the middle of the street on their portion of the road.

Mr. Igneri said that the City has the right to pass.

Mr. Bonenfant said that he wanted to report that the Fire Department will insist on having access to the fronts of those houses.

NEXT MEETING Tuesday July 5, 2016
 7:00 P.M.
 Room 101, Norwalk City Hall

ADJOURNMENT

**** MS. MELENDEZ MOVED TO ADJOURN.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:27 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Public Works Committee of the Common Council

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer, Deputy Tree Warden 
Christopher Torre – Superintendent of Highway Operations, Tree Warden 

CC: Bruce J. Chimento, P.E. - Director of Public Works
Lisa Burns, P.E. - Principal Engineer

REF: 2016 Tree Planting RFP/RFQ Results and Recommendation (Project #3673)

DATE: June 27, 2016

On May 4, 2016 representatives from the Purchasing Department and the Department of Public Works opened responses to the 2016 Request For Proposals (RFP)/Request For Qualifications (RFQ) for the Supply and Planting of Trees and Shrubs (Project #3673). Based upon those results, a Committee consisting of Richard Whitehead, Chairman of the Tree Advisory Committee, Chris Torre and Paul Sotnik interviewed four of the six companies that responded to the RFP/RFQ on June 14, 2016 and June 16, 2016. Based upon the results of those interviews and the RFP/RFQ submissions, it is the recommendation of the Committee that Almstead Tree & Shrub Care Company, LLC be awarded the contract for the Supply and Planting of Trees and Shrubs. There were seven criteria used to evaluate the responses to the RFP/RFQ. A copy of the Contractor Proposal Evaluation Criteria has been attached for your reference.

We will be glad to answer any questions that the Committee members may have.

Contractor Proposal Evaluation Criteria

The criteria that will be used to determine the successful Contractor that will be awarded this Contract are as indicated below.

- A. Qualifications and experience of the Contractor, concerning comparable municipal, governmental and/or private sector projects of similar size and scope as this project.
- B. Overall experience and expertise of the Contractor's proposed project team and any others key to the success of the project. A Contractor with an Arborist licensed in the State of Connecticut on their staff is highly desirable, but not required. A Contractor having Tree Care Industry Association (T.C.I.A.) accreditation is highly desirable, but not required.
- C. Ability of the Contractor to provide and implement the proposed services being requested to ensure the success of the project.
- D. Total number of years the Contractor has been in business and the financial stability of the firm.
- E. Responsiveness and thoroughness of the proposal submission.
- F. Ability and willingness of the Contractor to participate in Tree related community events during the year such as the Norwalk celebration of National Arbor Day and the Connecticut Tree Festival.
- G. Proposed Fees.



4, 5, 6

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Bruce J. Chimento, P.E. - Director of Public Works
FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*
CC: Lisa Burns, P.E. - Principal Engineer
REF: Items To Be Included On July 5, 2016 Public Works Committee Agenda
DATE: June 28, 2016

I have three items that Lisa and I are requesting to have included on the agenda for the July 5, 2016 Public Works Committee meeting. I have listed the two items below.

- #4*
- 1.) Acknowledge the receipt of the application for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00.

#5

2.) APPROVAL/AUTHORIZATION

Schedule a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Bates Court beginning at the northwesterly boundary of the property located at 1 Bates Court (Tax Lot 2-53-5-0) and heading south to the southerly terminus as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works for a fee of \$14,400.00. The Public Hearing of Necessity shall be conducted in order to hear all parties interested in commenting on the necessity of the proposed abandonment and to take such action on said application for abandonment that the Committee may deem advisable. The Public Hearing is scheduled for Tuesday, September 6, 2016 at 7:00 P.M. in Room 231, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

3.) REFERRAL

#6

Refer the sale of the excess City-Owned property located at 1 Bates Court (Tax Lot 2-53-5-0) as depicted on a map prepared by William W. Seymour & Associates, P.C. entitled "Property Survey For Abandonment Of A Portion Of Bates Court And Acquisition Of Properties From City Of Norwalk Prepared For Metropolitan Realty Associates, LLC, Norwalk, Connecticut," dated August 5, 2015, at a scale of 1" = 20' on file in the Department of Public Works to Metropolitan Realty Associates, LLC for a fee of \$35,900.00 to the Planning Commission for a CGS 8-24 review.

If you have any questions, please do not hesitate to contact me.

NORWALK
THE RIGHT PLACE • THE RIGHT TIME
DEPARTMENT OF PUBLIC WORKS

APPLICATION FOR STREET ABANDONMENT

See Chapter 95, of the Norwalk Code entitled "Streets and Sidewalks" Sections 33 – 36 regarding Street Abandonment procedures.

This Application shall include:

- Title Search of the Property proposed for abandonment – *Attached hereto and made a part hereof.*
- Class A-2 Survey showing all existing conditions – *Attached hereto and made a part hereof.*
- Certified Appraisal of current value – *Attached hereto and made a part hereof.*
- Application Fee of \$5,000.00 made payable to the City of Norwalk. – *Submitted herewith.*

Name and Location of Proposed Abandonment: Bates Court

Application No. _____ Date 6/16/16

Applicant Metropolitan Realty Associates, LLC Tel. c/o Elizabeth A.B. Suchy, Esq. 203-425-4200

Address c/o Carmody Torrance Sandak & Hennessey LLP, 707 Summer Street, Stamford, CT 06901

Attorney Elizabeth A.B. Suchy, Esq. Tel. 203-425-4200

Tax Map No. 16NW

Taxing District 2 Block No. 53 Tax Lot No. none exists/NA

State Applicants interest in and intended use for proposed abandonment: Applicant is adjoining property owner, which would like to acquire Bates Court to add to its property for contemplated future development (See Schedule A).

RECEIVED

JUN 15 2016

PUBLIC WORKS

List Names and mailing Addresses of all adjoining property owners:

See attached list.

State reasons, both adverse and beneficial, that this abandonment will be in the best interest of the City of Norwalk: Please see Schedule A attached hereto and made a part hereof.

Metropolitan Realty Associates, LLC

By Carmody Torrance Sandak & Hennessey LLP
Carmody Torrance Sandak & Hennessey LLP
Its Attorneys

FOR D.P.W. USE ONLY

Hearing Date _____

Effective Date _____

☐ Approved

☐ Approved with conditions

☐ Denied

Comments: _____

**Application For Street Abandonment
Metropolitan Realty Associates, LLC
Bates Court, Norwalk, CT
Schedule A**

State reasons, both adverse and beneficial, that this abandonment will be in the best interest of the City of Norwalk:

Metropolitan Realty Associates, LLC (hereinafter the "Applicant") herewith submits this application for street abandonment for a 4,664± sq.ft. (0.1070± ac) portion of the city's Right of Way known as Bates Court in Norwalk, Connecticut (hereinafter "ROW"). (Refer to "Property Survey For Abandonment of Portion of Bates Court And Acquisition of Properties From City of Norwalk prepared for Metropolitan Realty Associates, LLC Norwalk, Connecticut Scale: 1" = 20 ft." dated August 5, 2015 prepared by William W. Seymour & Associates, P.C.

The subject ROW is a remnant of Bates Court following the widening of Dr. Martin Luther King Drive. There is little traffic onto the ROW, other than by the Applicant and its tenants.

If the street abandonment requested by the Applicants is approved by all requisite boards and agencies, the Applicant plans add this land mass into its adjoining land and then redevelop the enlarged property.

Based upon an appraisal prepared by Christopher Kerin RCG.0000329 of Kerin & Fazio, LLC, the estimated market value of the 4,664± sq.ft. of Bates Court sought to be abandoned is \$14,400.00. (Copy of Real Estate Appraisal Report appraisal dated May 10, 2016 is attached hereto and made a part hereof).

**Application For Street Abandonment
Metropolitan Realty Associates, LLC
Bates Court, Norwalk, CT
List of Abutters**

1.

2/53/6

85 Martin Luther King Boulevard, LLC
85 Martin Luther King Jr. Blvd.
Norwalk, CT 06854

Mailing:

130 Lenox Ave. #23
Stamford, CT 06906

2.

2/53/5

Metropolitan Realty Associates, LLC
1 Bates Court
Norwalk, CT 06854

Mailing:

10 Wall St.
Norwalk, CT 06850

3.

2/55/27

City of Norwalk
30 Monroe St.
Norwalk, CT 06854

Mailing:

125 East Ave.
Norwalk, CT 06851

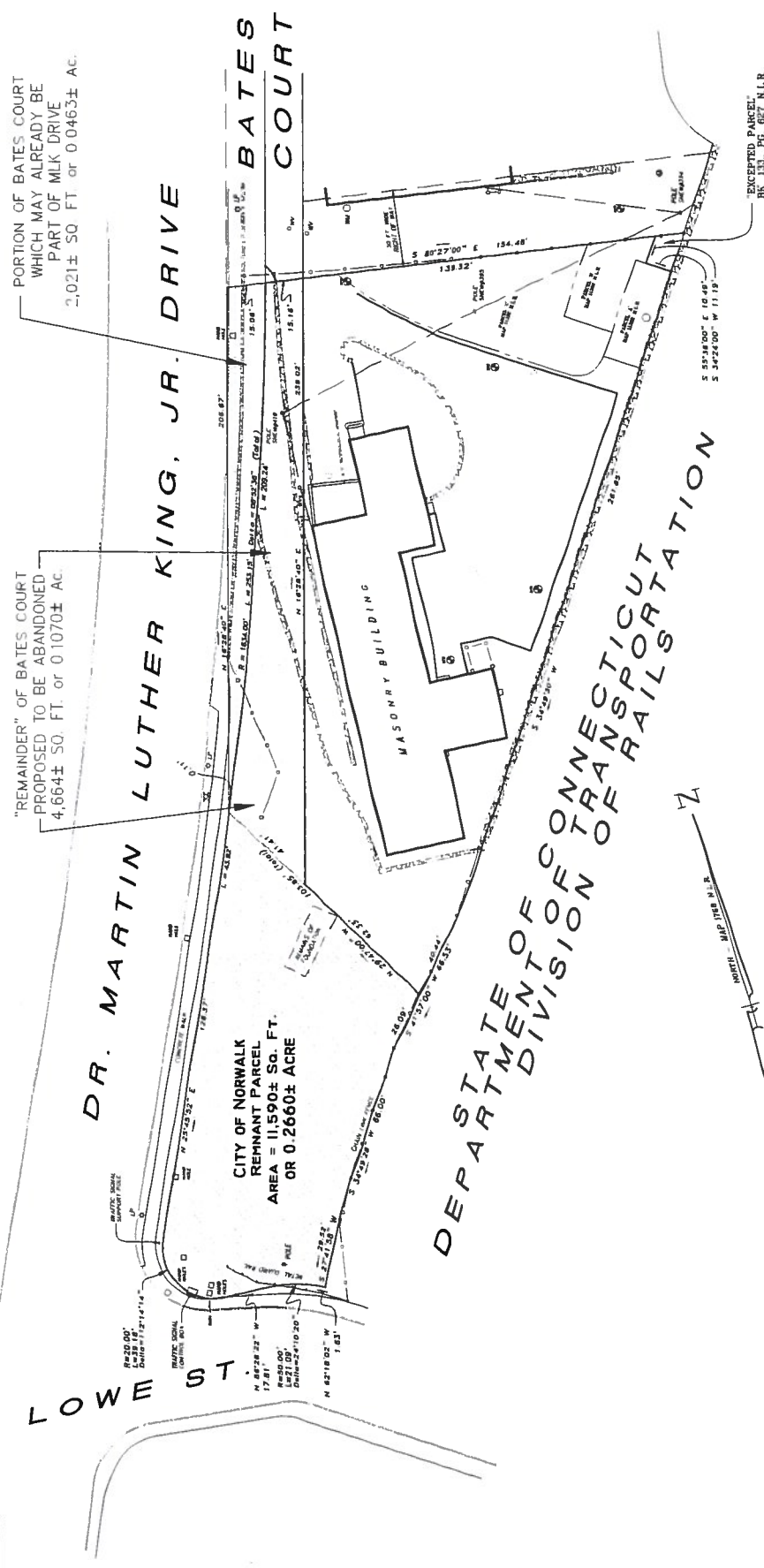
4.

2/55/19

Second Taxing District (SNEW)
2 State St.
Norwalk, CT 06854

Mailing:

164 Water St.
Norwalk, CT 06854



PROPERTY SURVEY
FOR ABANDONMENT OF A PORTION OF BATES COURT
AND ACQUISITION OF PROPERTIES FROM CITY OF NORWALK
PREPARED FOR
METROPOLITAN REALTY ASSOCIATES, LLC
NORWALK, CONNECTICUT

SCALE: 1" = 20 FT. AUGUST 5, 2015
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS & ZONING & LAND USE CONSULTANTS
170 NOROTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN. ©

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS
SUBSTANTIALLY CORRECT AS FIELD DRAWING

Mark S. Lefebvre

CT PLS #13064

May 24, 2016

Thomas Livingston
Chairman
Land Use & Building Management Committee
Norwalk Common Council
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attention: Alan Lo

Re: *Purchase of Excess City-Owned Property*
Lowe Street/Dr. Martin Luther King, Jr. Drive – South Norwalk, CT

Dear Chairman Livingston:

This firm represents Metropolitan Realty Associates, LLC, (“Metropolitan”) owner of property with the improvements thereon, located at 1 Bates Court in South Norwalk, Connecticut (District 2, Block 53, Lot 5). Our client’s property abuts approximately 11,590± sq.ft. (0.266± acres) of excess land owned by the City of Norwalk, generally situated to the north of Lowe Street, and in between Dr. Martin Luther King, Jr. Drive and land owned by the State of Connecticut Department of Transportation Division of Rails. The city-owned property is largely a sloped, rocky hillside with little, if any, development capability.

Pursuant to a meeting conducted on May 16, 2016 with Alan Lo, building and facilities manager, and Michael Yeosock, assistant principal engineer, Metropolitan herewith reiterates its desire to acquire some or all of this excess, city-owned real property and then add it to its parcel to the north. Our client is contemplating the redevelopment of its property and an acquisition of all or a portion of the city-owned land, and by exercising control over this piece it would be able to further improve this section of South Norwalk.

Accordingly, my client requests that the Land Use Committee of the Norwalk Common Council consider the disposition of this excess land to Metropolitan Realty Associates, LLC and asks that the request be placed on the next available Land Use & Building Management Committee agenda for consideration and discussion.

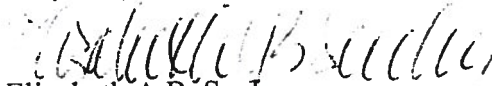
{57005191}

Page 2

Enclosed for your reference and review is a copy of a map titled "Property Survey for Abandonment of a Portion of Bates Court and Acquisition of Properties from City of Norwalk Prepared for Metropolitan Realty Associates, LLC Norwalk, Connecticut Scale: 1"=20 FT" dated August 5, 2015 and prepared by William W. Seymour & Associates, PC. You will note that the real property in question is identified as "City of Norwalk Remnant Parcel Area = 11,590± sq.ft. or 0.2660± Acre."

I look forward to hearing from you.

Very truly yours,


Elizabeth A.B. Suchy

EABS

cc: M. DiScala
A. Lo
M. Yeosock



7

City of Norwalk Department of Public Works

Attn: Lisa Burns
125 East Ave
Norwalk, CT 06851

June 28, 2016

Hi Lisa

Thank you for considering the WB Mason Company when purchasing new work space systems for your Town Hall Office. Following please find the quote for the Allsteel products. Allsteel is one of the finest, best built, and durable products available. Your pricing is State of Connecticut Contract Pricing #15PSX0041. The price includes weekday delivery, assembly and installation. The area must be free and clear for installation. Quote good for 30 days. Please do not hesitate to contact me with any questions.

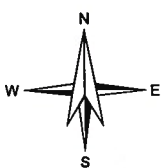
Allsteel Office work Stations
Areas hi-lighted on drawing.

\$73,762.93

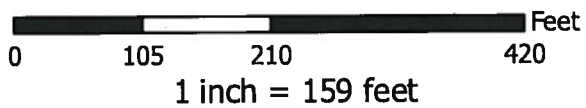
Weekend Installation available
Start Friday afternoon thru Sunday night.

\$79,762.93

Thank you
Craig R Cinder
Account Rep.



Construction Easement



8



9

LOCHNER

H.W. Lochner, Inc.
55 Hartland Street, Suite 401
East Hartford, CT 06108

T 860.760.5840
F 860.760.5841

hwlochner.com

June 28, 2016

Ms. Elisabeth O. Burns
Principal Engineer--Engineering and Construction Division
Public Works Department
125 East Avenue
Norwalk, CT 06856

Dear Ms. Burns:

Subject: On-Call Engineering Services
Norwalk River Railroad (Walk) Bridge Corridor Projects (ConnDOT)
City of Norwalk DPW/WPCA

As requested by your office, we are enclosing our fee proposal for the Engineering Services associated with the Walk Bridge Railroad Projects administered by the Connecticut Department of Transportation. This assignment includes meetings, coordination and development of plans, specifications and estimates for the protection, support, monitoring, lining and/or relocation of the City of Norwalk's sanitary sewer system as impacted by the State's projects. The following is enclosed for your review and use.

- Cost Proposal
- Estimated Direct Costs
- H.W. Lochner, Inc. Certified Payrolls
- Revised Scope of Work dated June 28, 2016

If you have any questions or require additional information, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,

LOCHNER



David R. Isabelle
Vice President

Enclosures

cc: Ralph Kolb, WPCA

Consultant's Proposal Summary**Rev. 6/29/2016**

City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River Railroad (Walk) Bridge Corridor Projects

H. W. Lochner, Inc.
55 Hartland Street
East Hartford, CT 06103

ITEM OF WORK	TOTAL HOURS	TOTAL PAYROLL	BF&O PERCENT	PROFIT PERCENT	TOTAL FEE
Task Order 1 - SPN 0301-0176 Walk RR Bridge	136	\$ 7,194.44	179.20%	8.14%	\$ 21,721.95
Task Order 2 - SPN 0301-0188 Osborne Bridge	92	\$ 4,759.80	179.20%	8.14%	\$ 14,371.12
Task Order 3 - SPN 0301-0181 CP243	84	\$ 4,298.52	179.20%	8.14%	\$ 12,978.39
Task Order 4 - SPN 0301-0187 East Avenue Bridge	120	\$ 6,026.12	179.20%	8.14%	\$ 18,194.48
Task Order 5 - CPN 102-0297 East Avenue Roadway	244	\$ 12,240.32	179.20%	8.14%	\$ 36,956.82
Task Order 6 - SPN 0301-0180 Danbury Branch Dockyard	112	\$ 5,728.76	179.20%	8.14%	\$ 17,296.67
Task Order 7 - SPN 0301-0189 Fort Point Street Bridge	88	\$ 4,447.20	179.20%	8.14%	\$ 13,427.29
On-Call Engineering Services TO-1 to TO-7	876	\$ 44,695.16			\$ 134,946.70
Estimated Direct Costs					\$ 4,700.00
TOTAL COST					\$ 139,646.70

ESTIMATED DIRECT COSTS:				
ITEM	Quantity	Unit Cost	Unit	Amount
MILEAGE	7000	0.56		\$ 3,920.00
POSTAGE, EXPRESS MAIL				\$ 200.00
REPRODUCTION				\$ 500.00
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ 4,620.00

Say \$4700

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects
Task Order 1 - SPN 0301-0176 Walk RR Bridge
COST ESTIMATE SUMMARY (LABOR) - June 2016**

		H.W. LOCHNER, INC.						
		SENIOR PROJECT MGR	SENIOR STR. ENGR	STRUCT ENGINEER	SENIOR CIVIL ENGR	CIVIL ENGINEER	JR. ENG/ TECH	LOCHNER TOTALS
Task Order 1 - SPN 0301-0176 Walk RR Bridge								
1	Review of Documentation & Site Investigations	8	4	4	8	8	8	40
2	Meetings and Coordination	0	8	8	24	24		64
3	Plans, Specifications and Estimate	0			8	8	16	32
SUBTOTAL, TO-1		8	12	12	40	40	24	136
TOTAL HOURS		8	12	12	40	40	24	136
Hourly Rate		\$ 91.11	\$ 61.61	\$ 49.24	\$ 70.88	\$ 37.17	\$ 32.89	
Total Direct Salary		\$ 728.88	\$ 761.32	\$ 590.88	\$ 2,815.20	\$ 1,486.80	\$ 789.36	\$ 7,194.44
B.F. & O		179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit		8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST		\$ 2,200.68	\$ 2,304.67	\$ 1,784.03	\$ 8,560.23	\$ 4,489.05	\$ 2,183.29	\$ 21,721.95

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects
Task Order 2 - SPN 0301-0188 Osborne Bridge
COST ESTIMATE SUMMARY (LABOR) - June 2016**

H.W. LOCHNER, INC.							
	SENIOR PROJECT MGR.	SENIOR STR. ENGR.	STRUCT. ENGINEER	SENIOR CIVIL ENGR.	CIVIL ENGINEER	JR. ENG/ TECH.	LOCHNER TOTALS
Task Order 2 - SPN 0301-0188 Osborne Bridge							
1 Review of Documentation & Site Investigations	8	4	4	8	8	8	40
2 Meetings and Coordination	0			8	8		16
3 Plans, Specifications and Estimate	0		4	8	8	16	36
SUBTOTAL TO-2	8	4	8	24	24	24	92
TOTAL HOURS	8	4	8	24	24	24	92
Hourly Rate	\$ 91.11	\$ 63.61	\$ 49.24	\$ 70.88	\$ 37.17	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 254.44	\$ 393.92	\$ 1,701.12	\$ 892.08	\$ 789.36	\$ 4,759.80
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,200.68	\$ 768.22	\$ 1,189.35	\$ 5,136.14	\$ 2,693.43	\$ 2,383.29	\$ 14,371.12

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects
Task Order 3 - SPN 0301-0181 CP243
COST ESTIMATE SUMMARY (LABOR) - June 2016**

H.W. LOCHNER, INC.							
	SENIOR PROJECT MGR.	SENIOR STR. ENGR	STRUCT. ENGINEER	SENIOR CIVIL ENGR	CIVIL ENGINEER	JR. ENG/ TECH.	LOCHNER TOTALS
Task Order 3 - SPN 0301-0181 CP243							
1 Review of Documentation & Site Investigations	8	4	4	8	8	8	40
2 Meetings and Coordination	0	4	4	8	4		20
3 Plans, Specifications and Estimate	0			0	8	16	24
SUBTOTAL TO-3	8	8	8	16	20	24	84
TOTAL HOURS	8	8	8	16	20	24	84
Hourly Rate	\$ 91.11	\$ 61.61	\$ 49.24	\$ 70.88	\$ 37.17	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 508.88	\$ 393.92	\$ 1,134.08	\$ 743.40	\$ 789.36	\$ 4,298.52
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,200.68	\$ 1,516.45	\$ 1,189.15	\$ 3,424.09	\$ 2,244.52	\$ 2,381.29	\$ 12,978.39

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects
Task Order 4 - SPN 0301-0187 East Avenue Bridge
COST ESTIMATE SUMMARY (LABOR) - June 2016**

H.W. LOCHNER, INC.							
	SENIOR PROJECT MGR	SENIOR STR ENGR	STRUCT. ENGINEER	SENIOR CIVIL ENGR	CIVIL ENGINEER	JR. ENG/ TECH	LOCHNER TOTALS
Task Order 4 - SPN 0301-0187 East Avenue Bridge							
1 Review of Documentation & Site Investigations	8	4	4	8	8	8	40
2 Meetings and Coordination	0	8	8	8	0		24
3 Plans, Specifications and Estimate	0			8	24	24	56
SUBTOTAL, TO-4	8	12	12	24	32	32	120
TOTAL HOURS	8	12	12	24	32	32	120
Hourly Rate	\$ 91.11	\$ 63.61	\$ 49.24	\$ 70.88	\$ 37.17	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 761.32	\$ 590.88	\$ 1,701.12	\$ 1,189.44	\$ 1,052.48	\$ 6,026.12
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,200.68	\$ 2,304.67	\$ 1,784.03	\$ 5,136.14	\$ 3,591.24	\$ 3,177.72	\$ 18,194.48

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects
Task Order 5 - CPN 102-0297 East Avenue Roadway
COST ESTIMATE SUMMARY (LABOR) - June 2016**

H.W. LOCHNER, INC.							
	SENIOR PROJECT MGR.	SENIOR STR. ENGR	STRUCT. ENGINEER	SENIOR CIVIL ENGR	CIVIL ENGINEER	JR. ENG/ TECH	LOCHNER TOTALS
Task Order 5 - CPN 102-0297 East Avenue Roadway							
1 Review of Documentation & Site Investigations	8	4	4	8	8	8	40
2 Meetings and Coordination	0	8	8	32	32		80
3 Plans, Specifications and Estimate	0	8	8	24	48	36	124
SUBTOTAL TO-5	8	20	20	64	88	44	244
TOTAL HOURS	8	20	20	64	88	44	244
Hourly Rate	\$ 91.11	\$ 61.61	\$ 49.24	\$ 70.88	\$ 37.17	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 1,272.20	\$ 984.80	\$ 4,516.32	\$ 3,270.96	\$ 1,447.16	\$ 12,240.32
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,200.68	\$ 3,841.11	\$ 2,973.38	\$ 13,696.37	\$ 9,875.91	\$ 4,369.37	\$ 36,956.82

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects
Task Order 6 - SPN 0301-0180 Danbury Branch Dockyard
COST ESTIMATE SUMMARY (LABOR) - June 2016**

H.W. LOCHNER, INC.							
	SENIOR PROJECT MGR.	SENIOR STR. ENGR	STRUCT. ENGINEER	SENIOR CIVIL ENGR	CIVIL ENGINEER	JR. ENG/ TECH	LOCHNER TOTALS
Task Order 6 - SPN 0301-0180 Danbury Branch Dockyard							
1 Review of Documentation & Site Investigations	8	4	4	8	8	8	40
2 Meetings and Coordination	0	8	8	8	0		24
3 Plans, Specifications and Estimate	0			8	16	24	48
	0			0	0		0
SUBTOTAL, TO-6	8	12	12	24	24	32	112
TOTAL HOURS	8	12	12	24	24	32	112
Hourly Rate	\$ 91.11	\$ 63.61	\$ 49.24	\$ 70.88	\$ 37.17	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 763.32	\$ 590.88	\$ 1,701.12	\$ 892.08	\$ 1,052.48	\$ 5,728.76
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,200.68	\$ 2,304.67	\$ 1,784.01	\$ 5,136.14	\$ 2,693.43	\$ 3,177.72	\$ 17,296.67

**City of Norwalk Department of Public Works
On-Call Engineering Services
Norwalk River RR (Walk) Bridge Corridor Projects**

**Task Order 7 - SPN 0301-0189 Fort Point Street Bridge
COST ESTIMATE SUMMARY (LABOR) - June 2016**

H.W. LOCHNER, INC.							
	SENIOR PROJECT MGR	SENIOR STR ENGR	STRUCT ENGINEER	SENIOR CIVIL ENGR	CIVIL ENGINEER	JR ENG/ TECH	LOCHNER TOTALS
Task Order 7 - SPN 0301-0189 Fort Point Street Bridge							
1 Review of Documentation & Site Investigations	8	4	4	8	8	8	40
2 Meetings and Coordination	0	4	4	8	8		24
3 Plans, Specifications and Estimate	0			0	8	16	24
	0			0	0		0
SUBTOTAL, TO-7	8	8	8	16	24	24	88
TOTAL HOURS	8	8	8	16	24	24	88
Hourly Rate	\$ 91.11	\$ 63.61	\$ 49.24	\$ 70.88	\$ 37.17	\$ 32.89	
Total Direct Salary	\$ 728.88	\$ 508.88	\$ 393.92	\$ 1,134.08	\$ 892.08	\$ 789.36	\$ 4,447.20
B.F. & O	179.20%	179.20%	179.20%	179.20%	179.20%	179.20%	
Profit	8.14%	8.14%	8.14%	8.14%	8.14%	8.14%	
TOTAL COST	\$ 2,200.68	\$ 1,516.45	\$ 1,189.15	\$ 3,424.09	\$ 2,693.41	\$ 2,381.29	\$ 13,427.29

CERTIFICATION

COMPANY NAME: H.W. Lochner, Inc.
PROJECT DESCRIPTION: On-Call Engineering Services
Walk Bridge Corridor Projects, Sanitary Sewer Infrastructure
City of Norwalk

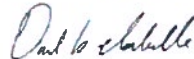
The listed hourly rates are the actual hourly rates paid to the following individuals to be utilized on the subject project as of June 25, 2016.

PERMANENT EMPLOYEE* YES/NO	CLASSIFICATION	EMPLOYEE NAME	ACTUAL HOURLY RATE	ACTUAL AVERAGE** HRLY. RATE
Yes	Sr. Project Manager	Richard Bray	91.11	91.11
Yes	Sr. Struct. Engineer	Dan Minturn	63.61	63.61
Yes	Struct. Engineer	Brian Chamberlin	49.33	49.24
Yes	Struct. Engineer	Karen Harley	49.14	
Yes	Sr. Civil Engineer	Stephen Wexell	70.88	70.88
Yes	Civil Engineer	Carl Verge	37.17	37.17
Yes	Jr. Engr./Tech.	Stephen Spear	34.66	32.89
Yes	Jr. Engr./Tech.	Christopher Van Olden	32.45	
Yes	Jr. Engr./Tech.	Cheryl Rich	31.56	

I, David R. Isabelle, certify that the above actual hourly rates are correct and other factual unit costs supporting the compensation contained within the submitted fee proposal are accurate, complete and current. I further agree that the proposed agreement shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Commissioner determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made during the life of the contract or within one year following the end of the contract.

* A permanent employee is defined as receiving paid leave and all other company benefits.

** office average of actual hourly rates of all individuals per classifications.



David R. Isabelle

6/28/2016

date

**City of Norwalk, Connecticut
Department of Public Works
Water Pollution Control Authority**

**On-Call Engineering Services for
Sanitary Sewer Coordination, Protection and Support
The Norwalk River Railroad (Walk) Bridge Program**

SCOPE OF WORK

June 28, 2016

Description of Work

The City of Norwalk Department of Public Works (DPW) and the Water Pollution Control Authority (WPCA) has contracted with H.W. Lochner, Inc. (Lochner) to provide on-call engineering services for coordination, relocation, protection and support of the sanitary sewer infrastructure affected by the proposed Reconstruction of the Walk Bridge Program.

Connecticut Department of Transportation (ConnDOT) is preparing a Contract for The Walk Bridge Corridor that will replace the railroad bridge over the Norwalk River as well as several other bridges in the vicinity. There are at least seven contracts that will be administered that will require coordination with the WPCA.

Since this work begins with investigation and coordination on the various construction methods that may impact the sanitary sewer infrastructure on seven different construction projects, the mitigation, protection and/or relocation plan scope of work may be determined at a later time and include work not foreseen in this scope. Therefore, discussion and concurrence of the anticipated deliverables and project meeting requirements in advance of the work effort between DPW/WPCA and Lochner is intended to ensure expectations are mutual.

Work Tasks

Each of the seven Walk Bridge Corridor Projects is set up as an individual Task Order (TO-) The following work tasks will be performed:

TO-1 Norwalk River (Walk) Railroad Bridge (SPN 0301-0176)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**

TO-2 Osborne Bridge (SPN 0301-0188)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**

TO-3 CP243 (SPN 0301-0181)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**

TO-4 East Avenue Bridge (SPN 0301-0187)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**

TO-5 East Avenue Roadway (CPN 102-297)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Relocation, Support and Protection of Sanitary Sewer**

TO-6 Danbury Branch Dockyard Project (SPN 0301-0180)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for CIPP Lining, Support and Protection of Sanitary Sewer**

TO-7 Fort Point Street Bridge (SPN 0301-0189)

- 1. Review of Documents and Site Investigations**
- 2. Meetings and Coordination**
- 3. Plans, Specifications and Estimate for Support and Protection of Sanitary Sewer**



10

TO: Bruce J. Chimento, PE, Director of Public Works
Lisa O. Burns, PE, Principal Engineer

FROM: Brian R. Sweeney, PE

DATE: June 28, 2016

SUBJECT: **Norwalk Levee at Perry Avenue and Norwalk River**

The United States Army Corps of Engineers has been questioning whether a portion of the Norwalk Levee located just to the south of the Perry Avenue Bridge is adequate to provide flood protection to the protected area north and west of Perry Avenue over recent years and more recently in their letter of August 24, 2015. DPW has been researching events that took place in 1986, when Riverbend Condos were built along the River. At the time the condos were built, the USACOE dam safety unit was not made aware that the condo construction would remove a portion of the levee located on the east side of the condo property.

DPW's contention has always been that the levee in this area was removed and does not exist anymore, but that flood protection still exists for the area north and west of the bridge. The USACOE has informally stated that the City needs to provide proof that the current conditions at the site provide the same protection as afforded by the levee design that was installed in 1952, or needs to have this portion of the levee removed from the local protection plan. We have been told the only way to remove this portion from the local protection plans was through an Act of Congress.

We have requested a proposal from Tighe and Bond to investigate options for the City and gather necessary information to determine what should be done regarding the levee south of the bridge. A copy of the proposal has been included. It is recommended the City move forward with this proposal.

Authorization:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Tighe and Bond, Inc. for a fee not to exceed \$15,000, to provide professional engineering services relative to investigating deficiencies and options for the Norwalk Levee located south of the Perry Avenue Bridge.

Account No. 09 14 040 40270 0 5777 C0440

N-8140035
June 22, 2016

Mr. Brian Sweeney, PE
Norwalk Engineering Department
Room 225 – Norwalk City Hall
125 East Avenue
Norwalk, CT 06856

Re: **Norwalk River Right Bank
USACOE RI Deficiency Response**

Dear Mr. Sweeney:

As requested, the following proposal provides our scope of services and anticipated level of effort to assist the City of Norwalk in responding to the US Army Corps of Engineers (USACOE) letter of August 24, 2015 that included their May 18, 2015 Routine Inspection (RI). The RI was conducted as part of the USACOE Levee Safety Program and is intended to assure the levee system is capable of performing to its original design during a flood event.

Project Understanding

The Norwalk River Right Bank Flood Damage Reduction (FDR) System was completed by the USACOE in 1955. The Project consists of 1,600 feet of earthen dike embankments along the Norwalk River. The Project drawings indicate the system begins approximately 300 feet downstream of the Perry Avenue Bridge over the Norwalk River and extends northerly 1,300 along the right bank (west) of the Norwalk River above the bridge.

An accreditation certification study was performed by Tighe & Bond in 2011 and the system was accredited by FEMA in an August 3, 2011 Notification of Levee Accreditation letter to the City. This accreditation did not include the 300 feet downstream of the Perry Avenue Bridge as the City considered this section abandoned. The recent RI identified this section as unacceptable and further discussions with Mike Bachand, USACOE, indicated the USACOE still considers this section to be an active part of the flood damage reduction system and cannot be abandoned unless approved by the US Congress.

Our review of the system appraisals and inspections dating back to the 1950's suggest there are significant inconsistencies regarding the limits and consideration of the levee (dike) below the Perry Avenue Bridge.

The Routine Inspection cover letter identified the following additional deficiencies rated as Minimally Acceptable (M):

Retaining Wall Encroachment: The USACOE requested a removal status of the retaining wall built into the landside slope near station 1+75.

Perry Avenue Bridge: The USACOE requested a project update in the next semi-annual report and a complete set of "As-Builts" for the project.

Project Site

The project site begins approximately 300 feet downstream of the Perry Avenue Bridge crossing and continues northerly along the right (west) bank of the Norwalk River approximately 1,600 feet. The focus of this project is the 300 foot portion of the system downstream of the Perry Avenue Bridge.

Scope of Services

Our recent review of the project history suggests a lot of ambiguity surrounding the system below the Perry Avenue Bridge. Tighe & Bond's scope of services includes a comprehensive review of the historic project documentation and development of a plan to address the comments from the UACOE regarding this downstream section of the flood protection system.

1. Initial Due Diligence

As past efforts did not include the area south of the Perry Avenue Bridge, our due diligence efforts will focus on the collection and evaluation of existing data for this area.

- Compile a base plan from the City of Norwalk aerial data, the existing conditions survey prepared by Rocco V. D'Andreas, Inc., and the USACOE design drawings.
- Review the FEMA Flood Insurance Study and the Flood Insurance Rate Map to identify and locate the limits of the one percent flood
- Review the hydraulic model for flood elevations below the Perry Avenue Bridge and correlate to the FEMA data
- Review the Grading Plan for Riverbend Common
- Review the available appraisal, Routine Inspection, and certification reports for the system

The due diligence activities will focus on developing a complete summary of the dike history below the Perry Avenue Bridge including the following:

- Historic Site Uses & Development (including Riverbend Common)
- Watershed Conditions
- Dike Structure History and Condition
- Environmental Permitting
- Geotechnical
- Right of Way/Private Properties

2. Meetings/Coordination

This scope of services includes an initial kick-off meeting and a second meeting to review and discuss our findings with the City of Norwalk. Through these meetings, we will collect historic data related to the flood damage reduction system, identify the concerns and priorities of the City and abutting properties, and collectively work towards a strategy address the USACOE RI deficiencies. This strategy will include discussion of repair, reconstruction, or abandonment options, scheduling, costs, and funding opportunities. We will hold a second meeting with the City to review the recommendations and confirm a strategy going forward.

3. Summary of Finding/Recommendations

We will generate technical memorandum summarizing our findings, recommendations, and strategy for addressing the deficiencies. We will identify the relevant environmental regulations, required permits/approvals, and potential engineering and design issues. Our due diligence efforts will identify critical site information for use during the pursuit of project funding and continuing conversations with the USACOE.

Fee

Tighe & Bond will perform the Scope of Services detailed above for a lump sum fee of \$15,000, invoiced monthly based on percentage complete. In the event that the scope of services is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment.

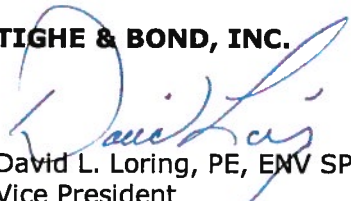
Schedule

We are prepared to initiate the services described herein upon authorization to proceed. Upon receiving authorization to proceed, we will coordinate with the City for a Kick-off meeting. The data review and compilation will follow and we anticipate that a draft memorandum will be completed within 30 days followed by a second meeting with the City.

We appreciate the opportunity to submit this proposal and look forward to the opportunity to further our services with the City of Norwalk. Please contact David or John with any questions or comments.

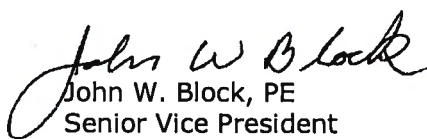
Very truly yours,

TIGHE & BOND, INC.



David L. Loring, PE, ENV SP, LEED AP
Vice President

t: 413.572.3296
c: 413.519-2840
e: DLLoring@tighebond.com



John W. Block, PE
Senior Vice President

t: 203.712.1111
c: 203.722.2179
e: JWBBlock@tighebond.com

Enclosures: Terms and Conditions

ACCEPTANCE:

On behalf of **City of Norwalk** the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the

Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate

ENGINEER for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT's RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s)

or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the ENGINEER not provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

August 24, 2015

Engineering/Planning Division
Geotechnical and Water Resources Branch

Mr. Brian Sweeney, P.E.
Norwalk Engineering Department
Room 225 – Norwalk City Hall
125 East Avenue
Norwalk, Connecticut 06856

RECEIVED
AUG 31 2015
PUBLIC WORKS

Dear Mr. Sweeney:

The routine inspection (RI) of the federally constructed Norwalk River Right Bank – Norwalk Connecticut Flood Damage Reduction (FDR) system in the city of Norwalk, Connecticut, was conducted on May 18, 2015. This system is located along the right bank of the Norwalk River and is bisected by the Perry Avenue Bridge. Enclosed is the detailed inspection report for the City's records.

The RI is an element of the U.S. Army Corps of Engineers (USACE) Levee Safety Program, the primary objective of which is to assure that levee systems are reliable and do not present unacceptable risks to the public, property, or the environment. The principles that guide the program include the shared responsibility among partners at all levels for levee safety, the adoption of uniform inspection standards and the need for routine and periodic inspections and screening level risk assessments.

The FDR system was evaluated on the basis of several general criteria (e.g. floodwalls, levee embankments) and associated items (e.g. concrete surfaces, rutting). Each of these items is rated "acceptable", "minimally acceptable", or "unacceptable". The system rating is derived from the ratings of the individual system components.

The Norwalk River Right Bank FDR system was rated as Minimally Acceptable. The minimally acceptable rating means that deficiencies were identified that require attention, none of which would prevent the system from performing as intended during the next flood event. However, these deficiencies do lower the reliability of the project and failure to address the deficiencies within the indicated timeframe could lead to more serious issues that could prevent the system from operating as intended.

The Norwalk River Right Bank FDR System has been determined to be Eligible in the Rehabilitation Program based on the results of this inspection. Please refer to the Interim Eligibility Checklist for the specific items used to make the determination.

The deficiencies that form the basis for the system rating are summarized below. The deficiencies need to be addressed in order for the system to be elevated to acceptable condition. The City must review the report in its entirety to gain a proper appreciation of the required work effort in order to formulate a realistic labor and cost schedule. Please note that the deficiencies reflect the condition of the system at the time of the inspection, and may not reflect work that has been performed in the period between the inspection and the issue date of the report.

- Items rated Unacceptable
 - None
- Additional Concerns
 - Retaining Wall Encroachment: Sponsor should provide the USACE with a removal status of the retaining wall built into the landside slope of the levee. Failure to address this within the year could result in the item being rated unacceptable and the system moving to "Inactive" status.
 - Housing Development: Sponsor should provide the USACE with "As-Built" drawings and a topographic survey of the housing development built along the levee crown and landside slope downstream from the Perry Avenue Bridge. Sponsor should also perform an engineering analysis to determine whether the housing development elevation is equal to that provided by the original levee, and whether the integrity of the protected area has been compromised. Failure to address this within the year could result in the item being rated unacceptable and the system moving to "Inactive" status.
 - Modifications: The USACE has approved the alterations to the Perry Avenue Bridge in a letter dated March 16, 2015. Sponsor shall provide the USACE with an update of the project in the next semi-annual report. Within 90 days of completion, the Sponsor shall provide the USACE with a complete hardcopy set of "As-Built" drawings of the project for our records. Sponsor shall update the Emergency Action Plan (EAP) to reflect the bridge alterations and provide the USACE with a copy. The Sponsor shall remove the shoaled areas within the channel and restore the channel cross-section to original dimensions to provide full channel capacity. The Sponsor shall provide "As-Built" drawings for the 2007 riprap modifications in the next semi-annual report. The Sponsor should also provide an update on the dam removal located upstream of the FDR System in the next semi-annual report.

- Minimally Acceptable Rated Items: Please refer to the inspection report for all "minimally acceptable" rated items. Please note that failure to correct the noted deficiencies in the inspection report could lead to the item being rated "unacceptable".
- Semi-Annual Reports and O&M Manual: Submit semi-annual reports on the operations and maintenance of the system, as per the Operations and Maintenance Manual. The reports should cover maintenance performed, new deficiencies or a worsening of existing deficiencies, emergency operations performed and any training or trial exercises performed during the reporting period.

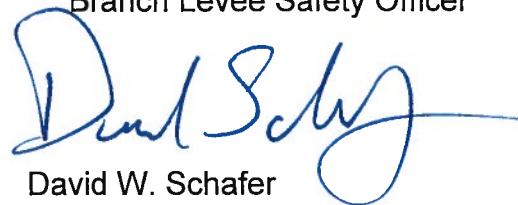
All of the noted deficiencies with the exception of the semi-annual reports should be addressed by July 2016. Please note that failure to correct the noted items in the inspection report within the indicated timeframe could lead to the project being rated "unacceptable". The importance of documenting progress in addressing various maintenance items in the semi-annual reports cannot be overemphasized. We will use the reports in part to gage the progress of your O&M efforts and the information provided may weigh heavily on the future status of the FDR System. The city of Norwalk personnel present during the inspection were helpful in providing access to the system; however it is still the responsibility of the Sponsor to ensure that the system is being operated and maintained properly.

I wish to thank your staff for their cooperation during the inspection. If you have any questions concerning the inspection, or other matters pertaining to The Norwalk River Right Bank FDR System in the city of Norwalk, Connecticut, please call Mike Bachand, District Levee Safety Program Manager, at (978) 318-8075 or myself, Scott Michalak at (978) 318-8350.

Sincerely,

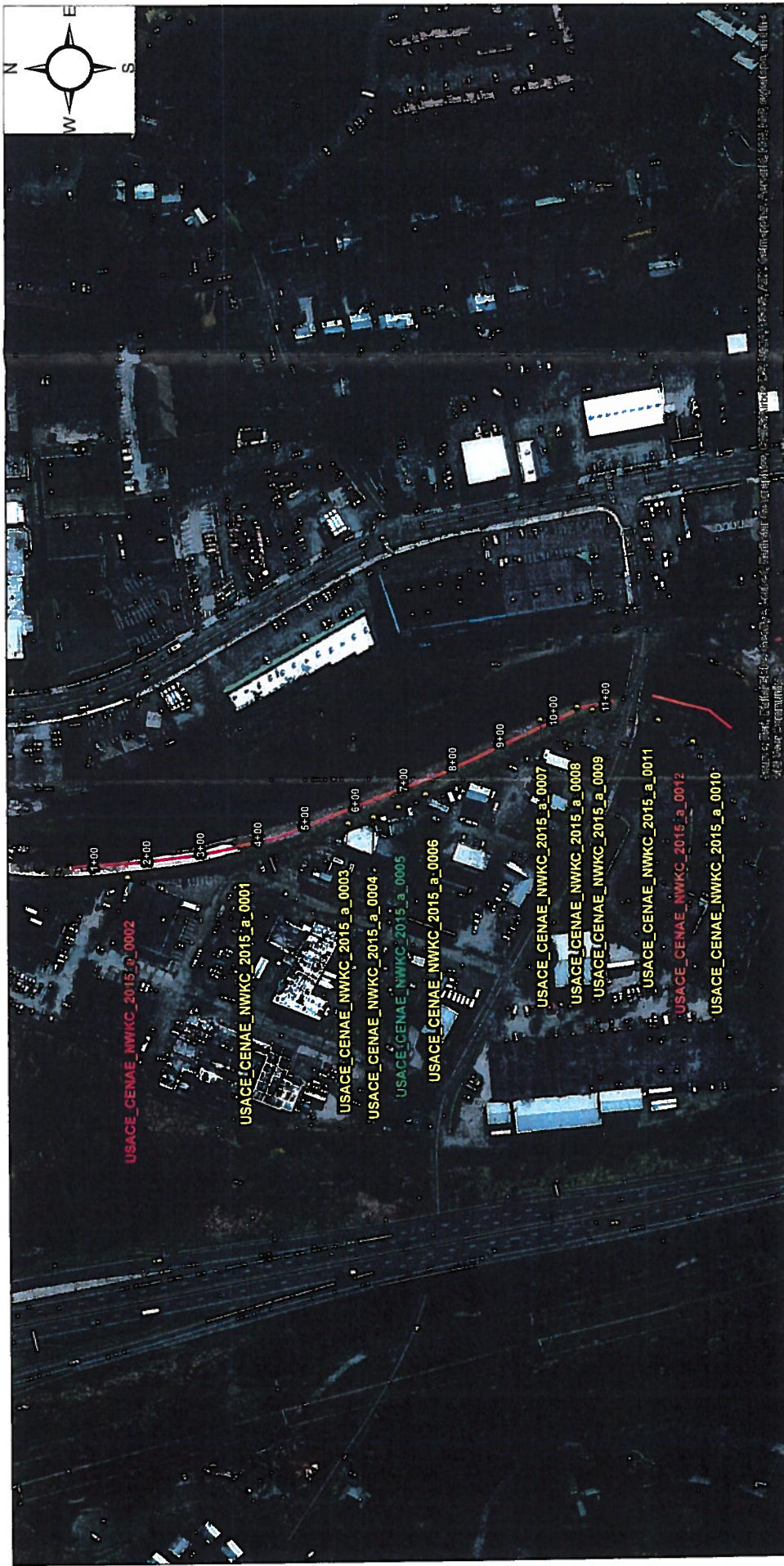


Scott C. Michalak, P.E.
Chief, Geotechnical/Water Resources
Branch Levee Safety Officer



David W. Schafer
Chief, Emergency Management

Enclosure



Norwalk River Right Bank
Flood Damage Reduction System
Norwalk, CT
Routine Inspection
May 18, 2015

Inspection Point Rating Key
Green - Acceptable
Yellow - Minimally Acceptable
Red - Unacceptable



M E M O R A N D U M

To: Bruce Chimento, Director of Public Works
Lisa Burns, Principal Engineer
Kathryn Hebert, DPW Administrative Services Manager
Robert Barron, Director of Management & Budgets
Chris Torre, Superintendent of Operations
Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: June 7, 2016

Re: MSW and Recycling Report – May 2016

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: May-15	Current FY: May-16	Change	FY 15/16 Cumulative
Curbside tonnage	1,247.19	1,201.78	-3.6%	13,485.78
MSW tonnage out	1,975.18	1,859.16	-5.9%	20,390.92
Transfer station operating fee	\$63,125.00	\$64,400.00	2.0%	\$708,400.00
Transport and disposal fee	\$165,915.12	\$158,028.60	-4.8%	\$1,733,228.20
Curbside collection fee	\$84,883.75	\$87,430.25	3.0%	\$961,732.75
Total operating costs (less curbside)	\$229,040.12	\$222,428.60	-2.9%	\$2,441,628.20

MSW Consolidated Budget	
FY 15/16 Budget	\$3,788,905.00
Amount expended	\$3,403,360.95
Percent remaining	10.2%

Recycling Collection				
Recycling Collection	Previous FY: May-15	Current FY: May-16	Change	FY 15/16 Cumulative
Curbside tonnage	627.24	683.46	9.0%	7,488.15
Transfer station tonnage	52.79	42.50	-19.5%	449.37
Total monthly tonnage	680.03	725.96	6.8%	7,937.52
Curbside collection fee	\$82,400.00	\$84,872.08	3.0%	\$933,592.92

Recycling Budget	
FY 15/16 Budget	\$1,018,465.00
Amount expended	\$933,592.92
Percent Remaining	8.3%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: May-15	Current FY: May-16	Change	FY 15/16 Cumulative
Transfer station tip fees	\$41,299.75	\$37,660.10	-8.8%	\$367,609.55
Recycling revenue (curbside)	\$10,976.70	\$11,960.55	9.0%	\$131,042.63
Recycling revenue (T.S.)	\$923.83	\$743.75	-19.5%	\$7,863.98
Total revenues	\$53,200.28	\$50,364.40	-5.3%	\$506,516.15

July 2016

DPW Project Review

B

Project	PM	Status
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Bridges and Structures

1	James Street over Silvermine River	VV	URS. Const. post Perry Ave. Bridge. 70% Submission sent to DOT. DOT working on ROW impacts
2	Perry Avenue over Norwalk River	VV	Construction started on May 4th. Utilities being relocated. New pedestrian pattern in effect by July.
	Glover Avenue Bridge	LB	State plans for interchange call for replacing bridge. Requesting funds in Cap. Budget to do foundation work
3			
4	DOT Coordination - MPky Main Avenue	LB	Work in progress
5	DOT Coordination - I-95 widening/Conn Av	LB	Completed.
6	CTDOT Burnell Bridge	LB	Completed.
7	CTDOT Rails Wall/Commerce RR Tunnel	LB	One way detour to begin July 21st.
8	CTDOT/MN Traction Station	LB	Work in progress

Building Management

9	City Hall - security notification system	AL	Start design in July 2015. IT Dept is coordinating the project. Projected completion Aug 2016
10	City Hall - IT Center	AL	City/BoE IT equipment rooms relocated to FD HQ. Next - renovate existing room to code compliance.
11	City Hall - AC filtration system	AL	To be completed by September 2016
		AL	Retained architect and design near completion. Scheduled to go out for bids in Spring 2016 for Sept. start of construction. Additional Capital Budget allocation is required.
12	City Hall - roof replacement	AL	Light fixtures replaced. Specs. for shelving restoration completed and will advertise for bids. IT Department is developing Specs for PA equipment.
13	City Hall - community room	AL	Start and complete project in Sept 2016
14	Public Works Center - replace fire panels	AL	Fan coil and thermostat replacement completed. Piping replacement bids exceeded budget, will need to value engineer project scope
15	Public Works Center - upgrade heat controls	AL	Complete by Jun 2016
16	Main library - facade and lighting repairs	AL	Bids awarded. Project to be completed by August 2016
17	Police headquarters - retaining wall repair	AL	Received bids for window repairs and will complete repair work in Spring 2016. Window replacement project - reassessing project due to potential environmental hazardous materials.
18	Ben Franklin - window repairs	AL	Assessing option for alternate design and/or fan coil unit to reduce costs. Thereafter rebid
19	Lockwood House - Fan Coil Replacement	AL	Assessing environmental testing requirements and schedule availability of time with daycare program
20	Nathaniel Ely window replacement	AL	Project phased. Roof, gutters, window replacement and brick restoration completed. Working with Historical Commission to determine next phase for interior renovation.
21	Historic Smith Street Jail restoration	AL	Received \$500,000 for Phase II ADA improvement. Will prepared bid spec. in summer 2016
22	LMMM - Phase II ADA improvements	AL	

Drainage/Stormwater

23	General Drainage 2016	DB	In progress; ICW pavement management. West Norwalk Rd, East Beach, Splitrock Rd, etc.
24	Watercourse Maintenance	LB	Projects in development.
25	Drainage system map/GIS layer	RK	DPW crews regularly obtaining field info.
26	Stormwater Management Plan	MY	Resource-dependent. Working with Harbor Watch River Watch on 3 drainage systems.
27	Keeler Brook Watershed Project	MY	Counter Offer from property owner under review. Property acquisition needed to move project.
28	Metro-North Culverts - Bouton/Fitch	LB	Dependent on future funding.
29	East Beach drainage	DB	Road regrading plan completed.
30	Bouton Street	LB	All pipes cleared/operating. Structural solution not yet obvious.
31	Honeysuckle-Daphne Diversion	PS	Milone & MacBroom contract amendment work in Design Phase as of 10/8/2015. Design is progressing.
32	Culvert rehabilitation - Clinton Avenue	LB	City to keep watch on how improvements function since state work completed.
33	Charles Creek outfall repair	LB	Rec'd COP from DEEP and permission from COE. DPW crews met with property owner. Will start spring
		PS	Milone & MacBroom. Draft Drainage Manual delivered for review of department staff. Fodor Farm Project to be advertised for bids in early July 2016.
34	Localized flooding challenges		

Traffic

35	Traffic Signal Upgrade - Phase 3	MY	Semi-final plans submitted
36	Traffic signals at 4 locations	MY	Getting bid pkg ready to advertise. Awaiting inspection staff - Winter advertising
37	Traffic signal - Main Street and Wall	MY	Bid pkg ready to advertise. Awaiting inspection staff - Coord. with Wall Street design
38	Stuart and Route 1 (102-286)	MY	State preparing for bid
39	Traffic Camera/Fiber Contract	MY	X-Per General Services. Annual contract to repair fiber and install traffic cameras.
40	Transportation Management Plan	MY	Route 123/Bartlett; Main Street/Cross under design as part of Item 35
41	Traffic Signal Upgrade - Phase 4	MY	RFQ in preparation

Roads

42	Pavement Management 2015	DB	Deering. Base Contract Value Completed. Amendment Value In Progress.
43	Pavement Management 2016	DB	FGB Construction Company: In Progress
44	Road Reconstruction RD 2014-1	DB	Deering. Final Punch List Review in progress, prior to Final Payment
45	Permanent Repair (Patch) 2016	DB	Laydon Industries: Contract signing is imminent
46	Cracksealing	DB	100% Complete
47	2015 Pavement Marking Contract	PS	Safety Marking. Work is progressing.
48	Annual roadway consulting services.	DB	VHB. In progress.
49	East Avenue Improvements (I/95-Winfield)	LB	Contract with ADA for design and traffic study in progress
50	Route 1 Improvements at East Ave	MY	State preparing for bid
52	Washington St /SoNo Pedestrian Improvements	MY	Semi-final plans to be submitted for review after public comments
53	City Hall parking facilities	AL	Will be completed Spring '17.
54	Norwalk River Valley Trail - Phase 2	MY	Public info meeting - tentative - early September
55	Highland @ Flax Hill	MY	Accident Reduction Grant received and design phase to be scheduled

Sidewalks and Footpaths

56	Curbs & Sidewalks @Various Locations 2016	DB	RD2016-1: Deering Construction; In Progress
57	Footpath rehabilitation	DB	Footpath replacement in conjunction with paving program: Tierney/Toilsome/Scribner

July 2016

Water Pollution Control Authority

58	Phase 2 WWTP Upgrade	LB	60% design completed. Project on indefinite hold.
59	SCADA/I&C	RK	Project Completed
60	Sammis Street Pump Station Replacement	RK	Punchlist.
61	WWTP sluice gate rehab	RK	Consultant selected, started design.
62	Beacon Street Interceptor Rehab	LB	Completed.
63	Contract Monitoring	LB	Completed.
64	Ely/Bouton Sewer Repair	LB	New pump station. Consultant selected.
65	Solids Handling Facility	LB	Conceptual design stage.
66	Main Lift Pumps	LB	Litigation on-going with Flowserve; contractor award made for pump replacement.
67	Keeler Brook PS Replacement	LB	Consultant selected.

Parking Authority

68	YDG façade improvements	KH	reviewing lighting aesthetic options with RDA and NAC
69	YDG elevator/stairwell ADA requirements	KH	waiting on proposals
70	SNRR Station joint/roof repairs	KH	waiting on proposals
71	Haviland Deck lighting/security camera upgrade	KH	waiting on proposals
72	Smartparking technology	KH	reviewing options for the Wall Street District

OTHER

73	SWRPA Regional GIS flight	SB	COMPLETED
74	LDA coordination - GGP-SoNo Collection	LB	Approval issued.
75	LDA coordination - POKO	LB	Under construction.
76	LDA coordination - DiScala	LB	Reviewing plans for option phase.
77	Waypointe - Paving and Streetscapes # 3	LB	Punchlist
78	Norwalk Linear Trail - P&Z Project	MY	P&Z Project to complete east side trail. DPW prel. Design submitted to DEEP Permit. 148 East Av
79	Norwalk Linear Trail - NRA Proj	MY	CTDOT to likely include in I-95 median project at no cost to city/40 Cross - add to NRVt bid
80	Landmark Square	LB	Bids exceed available budget. Proj on Hold. Coordinate w. Wall Str RR tunnel 2015
81	Wall/West/Belden/Mott Intersection	LB	Under design by NRA.
82	Flock Process Dam	LB	Design Completed. Conservation Dept to put out to bid this spring. Needs completion by October 2016
83	Transfer station - replace compactors	JP	Two Compactors have been replaced; Replacement of third compactor on hold.
84	Transfer station - siding replacement	VV	Completed
85	West Avenue TE Grant	MY	Completed
86	West Avenue Median Plantings	MY	Project plans - 80% complete. Advertising on hold per NRA
87	Thermal Imagery	MY	Photos received and being analysed.
88	SRTS Roton School	MY	Semi-final design to be submitted - week of July 11.
89	Route 1 at Main	LB	Highpointe - Road widening project

GIS/Technology

90	AVL Project	CT	AVL Project completed
91	E-Permitting	LB	3 forms completed
92	Camera Replacement Project	CT	Revised program being evaluated.
93	EDMS	LB	Received grant for implementation.

C

Chimento, Bruce J.

From: Steve Serasis [floppy71@optonline.net]
Sent: Monday, June 27, 2016 2:02 PM
To: Dixon, Irene
Cc: Chimento, Bruce J.; Mocciae, Mike; tssimms@optonline.net; Bowman, Phaedrel L.
Subject: Re: Temporary Barrier at Freese Park

Hello All,

It was left with the DPW head to figure out what would work for the said area, after a discussion with Mike Mocciae. John Ignieri left a message last Monday with him, upon my request.

Thank you

Steve

On Jun 24, 2016, at 3:11 PM, Dixon, Irene <idixon@norwalkct.org> wrote:

Good afternoon Bruce,

At the Health, Welfare and Public Safety Committee Meeting last night, an action item was approved which is to "contact DPW and copy Parks and Recreation to put up a temporary barrier at Freese Park by June 28th where there is currently a gap in fencing and nothing to prevent someone from falling into the river." Could you please facilitate this? There is a concert series that starts there June 28th.

Thank you and please let me know if I can help with anything.

Irene T. Dixon

Assistant City Clerk

Mayor's Office, City of Norwalk

125 East Avenue, Norwalk, CT 06856-5125

P (203) 854-7704 F (203) 854-7739

idixon@norwalkct.org

www.norwalkct.org

<image001.jpg> <image003.png>

The information contained in this electronic message may be legally privileged and confidential under applicable law, and is intended only for the use of the individual or entity named above. If the recipient of this message is not the above-named intended recipient, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please purge the communication immediately without making any copy or distribution. Thank You.

Chimento, Bruce J.

From: Jackie Lightfield [jackie@norwalk2.org]
Sent: Monday, June 27, 2016 9:59 AM
To: Burns, Lisa; Chimento, Bruce J.
Subject: Fwd: Status Update for Request ID# 195842 - Sanitary Sewer

Hi there, just checking in with you regarding the (many) sewage odor complaints that I've submitted through the app. Pretty consistently they are closed within 24 hours. As it so happened, one of the guys from Aji 10 (10 Wall Street) told a group of us that he called the customer service line to complain, and was told that someone would come out on Wednesday of this week, "to pour chemicals" at the manholes to kill off the smell.

Is there a disconnect between what the automated system is doing versus calling in? Is someone really coming out on Wednesday? And if so why sin't this info shared the app?

Thanks for your help!

j

Jackie Lightfield
chief problem solver
@norwalk2
www.norwalk2.org
m: 203.434.5506
o: 203.807.4031

Begin forwarded message:

From: The City of Norwalk <notifications@citysourced.com>
Subject: Status Update for Request ID# 195842 - Sanitary Sewer
Date: June 27, 2016 at 7:57:03 AM EDT
To: Jackie lightfield <jackie@norwalk2.org>
Reply-To: <notifications@citysourced.com>



The City of Norwalk has updated your service request.



Request ID# 195842 - Sanitary Sewer

Hey Jackie!

We've got great news! The status of your Sanitary Sewer Service Request ID# 195842 has been

Chimento, Bruce J.

From: Jean Hoffman [jeh76ct@gmail.com]
Sent: Sunday, June 26, 2016 8:42 AM
To: Chimento, Bruce J.
Subject: Fwd: Safety Concerns (3/16/2016 1:25:21 PM) Norwalk

My concern is the intersection of Willard Rd and RT 1/Westport Ave in Norwalk. (I was told by the town of Norwalk that Rt 1 is a state road). So first I contacted various people from the state. Now I am being told that I need to contact you.

The driveway for 466 Westport ave does not have a traffic light. Some of the people leaving that business take a left out of the driveway and drive into the intersection without knowledge of which direction has the green light. On multiple occasions I have had the right of way in that intersection and have been cut off by people leaving 466 Westport Ave. Thankfully I have never been in an accident, however I have come close. My request is either put a traffic light facing the driveway or require the people leaving 466 Westport Ave to take a right turn only. Below is a picture of the intersection. I hope this is the right email for this request. If possible, please let me know what the outcome of this request is. Thanks for your time. Feel free to reply if more information is needed.

Chimento, Bruce J.

From: Coach Clay [ironmancrt@aol.com]
Sent: Friday, June 24, 2016 11:34 AM
To: Chimento, Bruce J.
Subject: Re: Calf Pasture Beach Road

Bruce, thank you SO much for getting back to me. I just listened to your voice mail. If for some reason the project gets delayed please let me know. I hope you enjoy the weekend. Clay

Clayton R. Tebbetts
USA Triathlon Certified Coach
Multisports Academy
Yale University Triathlon Team
Team Mossman Triathlon Club/Events
203-530-3650 mobile 203-691-7349 gym
"May The Moss Be With You"

-----Original Message-----

From: Chimento, Bruce J. <bchimento@norwalkct.org>
To: 'Coach Clay' <ironmancrt@aol.com>
Sent: Fri, Jun 24, 2016 11:31 am
Subject: RE: Calf Pasture Beach Road

Coach,

I left you a voice message. It looks as if the Calf Pasture Beach Road will be paved July 5,6,7,8 so I think you will be OK. We may be able to start earlier.

Bruce
Bruce J. Chimento, P.E.
Director of Public Works



City of Norwalk
125 East Avenue
Norwalk, CT 06856-5125
Tel (203) 854-7990

From: Coach Clay [mailto:ironmancrt@aol.com]
Sent: Friday, June 24, 2016 9:01 AM
To: Chimento, Bruce J.
Subject: Calf Pasture Beach Road

Good morning Mr. Chimento. I left you a voice mail earlier but also wanted to send an email. I am the race director for the Mossman Sprint Triathlon scheduled at Calf Pasture Beach on 7/10/16. This will be our 14th year hosting the event there. I was alerted that Calf Pasture Beach Road has been milled. Calf Pasture Beach Road is part of the bike course and we will have 500 cyclists screaming down it on race day. They actually do the bike loop twice. The race would be in jeopardy if the road wasn't safe for cyclists. Can you please tell when it will be re paved? I truly appreciate your time.
Thank you, Clay

Clayton R. Tebbetts
USA Triathlon Certified Coach
Multisports Academy
Yale University Triathlon Team
Team Mossman Triathlon Club/Events
203-530-3650 mobile 203-691-7349 gym
"May The Moss Be With You"

Chimento, Bruce J.

From: DGFORSLUND@aol.com
Sent: Friday, June 24, 2016 12:12 PM
To: Chimento, Bruce J.
Cc: pkaye27@gmail.com; jamescox900@hotmail.com
Subject: Question: Silvermine Way

Dear Mr. Chimento,

On April 28th I sent you the following email (see below) regarding the condition of Silvermine Way. You replied on April 29th that you would have someone visit the street. I have not heard from you since.

Silvermine Way has since gained another 3 potholes and much loose gravel (from the surface of the blacktop). The potholes are the breaking of a layer of blacktop from a layer of blacktop below.

Could you update us on the evaluation that your inspector has made and what kind of repairs can be done. I think this short cul du sac street is worthy of a total repaving, (as even your maintenance people have suggested).

*Thank you for your considerations,
Dave Forslund
5 Silvermine Way*

Sent April 28, 2016

Dear Mr. Chimento:

Re: Silvermine Way maintenance

Silvermine Way is a small cul du sac comprising of 8 residences off of Silvermine Ave just North of James Street. This road was constructed in 2001 and turned over to the City of Norwalk soon after.

The 5 residences facing the street are accessed in the \$600,000 range with annual tax bill of over \$14,000. We have joined together to maintain an island, guardrail area and properties adjoining the street.

We have called upon Norwalk Public Works to fix areas where the black top surface is breaking away and pot holes. **They have been very responsive in responding to our requests.**

However, now the street, in addition to large surface breakups, is showing signs of "graveling" on the surface, which sticks to the tires and is tracked on to our driveways and into our garages.

Last summer when a Public Works employee was repairing a surface break, commented that - he couldn't fix the problem and that the road needs to be repaved.

Our request: Would you have one of your personal come to Silvermine Way and evaluate the street for what can be done to make the street more maintenance-free and of the grade that represents the value of our homes.

*Thank you,
Dave Forslund
5 Silvermine Way
dgforslund@aol.com
(203) 847-5184*

Chimento, Bruce J.

From: Paladino, Jessica
Sent: Friday, June 24, 2016 10:04 AM
To: Slattery, Tom; Hughes, Ken; Torre, Chris
Cc: Chimento, Bruce J.; Moccia, Mike; Paladino, Jessica
Subject: Holiday Weekend - Garbage and Recycling

All:

Garbage

Due to the volume of MSW and limited storage capacity at the Beach; the Norwalk Transfer Station will be open during special hours for the Parks Dept. The Transfer Station is open to the public Saturday July 2nd, from 7:00am-2:00pm. The DPW will open the Transfer Station on Sunday July 3rd from 9am-12pm and Monday July 4th from 9am-12pm.

City Carting will have a staff person onsite to load trailers with MSW. The City will have a Weighmaster and Supervisor onsite.

John Krysiuk is the DPW Supervisor on-call for the weekend, and the Weighmaster onsite during the weekend is

- Saturday July 2nd 7:00am-2:00pm: Jose Figueroa
- Sunday July 3rd 9:00am-12:00pm: Bob Rees
- Monday July 4th 9:00am-12:00pm: Jose Figueroa

Recycling

The Parks Department currently has a dozen (12) 96-gallon blue recycle totes at the Beach, which they are going to affix "Recycling Only" and "Norwalk Recycles" stickers to the totes. The DPW is also going to lend Parks, 18 additional 96-gallon blue recycle totes for the holiday weekend.

City Carting will collect the recyclables from the 30 totes over the weekend (Friday July 1st, Saturday July 2nd, Sunday July 3rd, and Monday July 4th), and will text or email both Parks and DPW if there is a contamination issue. Please include Jessica, Ken, and Chris Torre on all contamination emails.

Please let me know if you have any concerns. I will be accessible via email, and back in the office on Friday July 1st.

Thank you,

Jessica C. Paladino
Waste Programs Manager
City of Norwalk
15 South Smith Street
Norwalk, CT 06855
203.854.3215
jpaladino@norwalkct.org
www.norwalkct.org

Chimento, Bruce J.

From: Coach Clay [ironmancrt@aol.com]
Sent: Friday, June 24, 2016 9:01 AM
To: Chimento, Bruce J.
Subject: Calf Pasture Beach Road

Good morning Mr. Chimento. I left you a voice mail earlier but also wanted to send an email. I am the race director for the Mossman Sprint Triathlon scheduled at Calf Pasture Beach on 7/10/16. This will be out 14th year hosting the event there. I was alerted that Calf Pasture Beach Road has been milled. Calf Pasture Beach Road is part of the bike course and we will have 500 cyclists screaming down it on race day. They actually do the bike loop twice. The race would be in jeopardy if the road wasn't safe for cyclists. Can you please tell when when it will be re paved? I truly appreciate your time. Thank you, Clay

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P

DEPARTMENT OF PUBLIC WORKS

TO: Public Work Committee
FROM: Connie Blair, Customer Service Manager
Cc: Bruce Chimento, Director of Public Works
SUBJECT: Customer Service Calls and Requests June 1st - 28th
DATE: June 29, 2016

The Customer Service Center received 530 calls with 442 requests for service related to Public Works. Listed are amounts of requests received in each Public Works category, what number of service request remain in progress, and the number of requests completed.

Category:	In Progress	Completed	Total
<i>Drainage</i> Catch basin cleaning, and repair, culvert maintenance	6	20	26
<i>Engineering</i> Contractor trench, permit Inspections, paving	27	37	64
<i>Landscaping</i> Tree inspection and removal, tree pruning and cutbacks	8	65	73
<i>Ordinance Enforcement Officer</i> Illegal dumping, illegal signs, sidewalk litter	27	1	28
<i>Road</i> Potholes, curbing, and sidewalk repair	23	72	95
<i>Solid Waste</i> Recycling, garbage, stickered carts, recycling and garbage	2	113	115
<i>Traffic</i> Signals, signs, sightlines issues	17	24	41
		Public Work Total Request June 29, 2016	442