

CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Tuesday, May 2, 2017

TIME: 7:00 P.M.

PLACE: Norwalk City Hall, 2nd Floor, Room 225

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, April 4, 2017.
2. Authorize the Mayor, Harry W. Rilling to execute an Agreement with Tighe & Bond for its Engineering Services for the Rowayton Pond Dam Project, for a sum not to exceed \$20,000.00

Account No: 09 14 4027 5777 C0440

3. Approve the Fourth Taxing District property extensions through September 30, 2016 as per the list dated April 5, 2017.
4. Authorize the Mayor, Harry W. Rilling, to execute an Easement Agreement with Norwalk Land Development LLC for installation and maintenance of tie-backs / soil nails and soil nail walls under North Water Street and Pine Street Extension in connection with the construction of the SONO Collection project.
- 5a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Sealcoating Inc. for Project No. PM 2017-3 Proposed Hot-In-Place Recycling and Micro-Surfacing, for a sum not to exceed \$478,840.60.

Account No: 09 17 4021 5777 C0021

- 5b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Sealcoating Inc. for Project No. PM 2017-3 Proposed Hot-In-Place Recycling and Micro-Surfacing, for a sum not to exceed \$47,884.06

Account No: 09 17 4021 5777 C0021

6. Authorize the Mayor, Harry W. Rilling to execute an Agreement with PRIME AE Group, Inc. for Scanning and Indexing Services pertaining to the EDMS Electronic Document Management System Project, for a sum not to exceed \$50,934.00.

Account No: 09 10 4031 5777 C0037

09 3 4031 5777 C0037

22 40 62 5741

7. Authorize the Director of Public Works, to execute Change Orders for Project PM 2017-1 Pavement Management Program, for a sum not to exceed \$670,000.00.

Account No: 09 16 5010 5777 C0516

09 18 5010 5777 C0516

09 18 6030 5777 C0611

State Alliance Grant may be applied Account No TBD

Information / Discussion

- A. Monthly Solid Waste Report – March 2017
- B. Customer Service Report – April 2017
- C. Correspondence

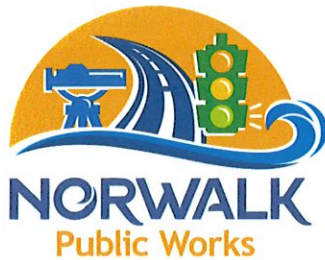
Upcoming Projects

Next Meeting:

Tuesday, June 6, 2017

7:00 P.M.

Room 225, Norwalk City Hall



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**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
April 4, 2017**

ATTENDANCE: John Igneri, Chair; Eloisa Melendez; Thomas Livingston; Michael Corsello; Richard Bonenfant; Michelle Maggio (7:05pm); Faye Bowman (7:15pm)

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

Mr. Igneri called the meeting to order at 7:01 p.m. A quorum was present.

PUBLIC INPUT

There was no public input at this time.

NEW BUSINESS

1. **APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, MARCH 7, 2017.**

****MS. MELENDEZ MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

2. **AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A SECOND AMENDMENT TO THE SEPTEMBER 18, 2015 AGREEMENT WITH SAFETY MARKING, INC. FOR PROJECT TRF2015-1 PROPOSED PAVEMENT MARKINGS, SYMBOLS & LEGEND AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$300,000.00.**

Account No: 09 17 4021 5777 C0562

Mr. Igneri stated that he and Mr. Chimento checked that Safety Marking is an approved vendor in the State of Connecticut, State of New York and several other states.

Mr. Corsello stated that he would like to put in an amendment to the contract to reserve their right, should they bid on any future projects, to conduct their own investigation to see if they are a responsible bidder.

Mr. Livingston stated that he would also like to put in a provision in the contract that requires all to comply with federal laws.

Mr. Bonenfant commented that he was ok with Safety Marking since it seems they rectified the problem.

****MR.IGNERI MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

- 3a. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH THE GRASSO COMPANIES LLC FOR PROJECT PM 2017-1 PAVEMENT MANAGEMENT PROGRAM, FOR A SUM NOT TO EXCEED \$3,410,044.00.**

Account No: 09 17 4021 5777 C0021
09 17 4021 5777 C0302
09 17 4021 5777 C0318
09 17 4021 5777 C0439
03 0000 2602

- 3b. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO TO EXECUTE ORDERS ON CONTRACT WITH THE GRASSO COMPANIES LLC FOR PROJECT PM 2017-1 PAVEMENT MANAGEMENT PROGRAM, FOR A SUM NOT TO EXCEED \$341,004.40.**

Account No: 09 17 4021 5777 C0021
09 17 4021 5777 C0302
09 17 4021 5777 C0318
09 17 4021 5777 C0439
03 0000 2602

The Committee began to discuss the ordinances regarding bidders. There were several different interpretations on how the ordinance reads.

Mr. Igneri moved to disqualify the bidder Grasso based on Ordinance Section 19.

Mr. Corsello stated that he would like to see an opinion from the Corporation Counsel related to this particular bidder.

The Committee debated if Grasso Companies LLC was a responsible bidder at the time of the bid.

A representative from the Grasso Companies LLC stated that the Corporation Counsel was conducting an investigation on them. He also stated that they were not in violation at the time of the bid and they are not in violation now.

The Committee discussed if the old and new company was the same company with a different name. The Committee determined that they are not the same company with a new name.

A representative from The Grasso Companies LLC stated that they completed two projects in 2014, totaling five million dollars.

Mr. Corsello asked if they were in compliance when they bid on those two projects in 2014.

Mr. Chimento responded that he does not know if they were in compliance at that time. He said the bid was on February 23rd.

Ms. Bowman stated that there were an instance when Mr. Alvord did not award the job to them.

A representative from The Grasso Companies LLC said that was before the Corporation Counsel completed an investigation on them. He said that there was a crossover from the original company that his father owned and filed bankruptcy. He continued to say that the Corporation Counsel discovered that they are two separate entities.

Mr. Chimento asked the Committee to review the letter from the Corporation Counsel specifically paragraph F. He also stated that last year the property was in violation with the DEP.

A representative from The Grasso Companies LLC stated that the property is in compliance.

Ms. Bowman stated that the Tax Collector informed her that they made a payment on February 24, 2017.

Mr. Chimento stated that the bid was on February 23, 2017.

Ms. Burns reiterated the question if The Grasso Companies LLC and Deering Construction were in compliance prior to February 23rd.

Mr. Corsello said that since we are looking into it, he would like to know how long were those companies in compliance or out of compliance.

The Committee discussed what motion was made and how to proceed at this point. It was decided that the motion on the table is the following:

****MR.IGNERI MOVED THE ITEM**

****MR. BONENFANT AND MR. LIVINGSTON OBJECTED ITEM**

****MR.IGNERI AND MS. BOWMAN ABSTAINED**

****MOTION PASSED WITH TWO OBJECTIONS AND
TWO ABSTENTIONS**

**4a. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN
AGREEMENT WITH L. HOLZNER ELECTRIC CO. FOR PROJECT BR 2017-1**

SUBSTRUCTURE REPAIRS TO THE GLOVER AVENUE BRIDGE OVER THE NORWALK RIVER, FOR A SUM NOT TO EXCEED \$243,399.50.

Account No: 09 14 4021 5777 C0526
09 17 4021 5777 C0526

- 4b. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO TO EXECUTE ORDERS ON CONTRACT WITH L. HOLZNER ELECTRIC CO. FOR PROJECT BR 2017-1 SUBSTRUCTURE REPAIRS TO GLOVER AVENUE BRIDGE OVER THE NORWALK RIVER, FOR A SUM NOT TO EXCEED \$24,339.95.**

Account No: 09 14 4021 5777 C0526
09 17 4021 5777 C0526

There was no discussion on this item.

****MR. BONENFANT MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

- 5a. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH DEERING CONSTRUCTION INC., FOR PROJECT PM 2017-2 BITUMINOUS CONCRETE PERMANENT REPAIRS, FOR A SUM NOT TO EXCEED \$309,770.00.**

Account No: 03 00 00 2602

- 5b. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO TO EXECUTE ORDERS ON CONTRACT WITH DEERING CONSTRUCTION INC., FOR PROJECT PM 2017-2 BITUMINOUS CONCRETE PERMANENT REPAIRS, FOR A SUM NOT TO EXCEED \$30,977.00.**

Account No: 03 00 00 2602

There was no discussion on this item.

****MR. LIVINGSTON MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

- 6. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A 3 YEAR CONTRACT WITH DW TRANSPORT & LEASING, INC., FOR THE TRANSPORTATION & DISPOSAL OF STREET SWEEPINGS/CATCH BASIN GRIT, EXCAVATED MATERIAL AND BROKEN STRUCTURAL CONCRETE AND FOR THE TRANSPORTATION & DISPOSAL OF YARD WASTE MATERIALS, FOR A SUM NOT TO EXCEED \$350,000.00 AS FOLLOWS:**

Fiscal Year 2017-18	\$350,000
Fiscal Year 2018-19	\$350,000
Fiscal Year 2019-20	\$350,000

Account No: 01 40 42 5299

Ms. Maggio asked if the contract is per year at \$350,000.00.

Mr. Chimento answered yes and explained how it would be broken down per year.

Ms. Maggio asked what happens if it goes over the \$350,000.00 limit.

Mr. Chimento assured her that it would not go over the set amount.

Mr. Bonenfant wanted to know if tree stumps was including in the amount.

Mr. Chimento replied yes.

Ms. Bowman asked if they were the only bidder.

Ms. Burns answered yes. She said that there were two bids and DW Transport and Leasing was the successful bidder for both jobs.

Mr. Chimento stated that the two bids were combined into one.

****MS. MAGGIO MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

- 7. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A SOLE SOURCE AGREEMENT WITH AECOM FOR BIDDING PHASE SERVICES, CONSTRUCTION MANAGEMENT ENGINEERING SERVICES, AND CONSTRUCTION INSPECTION SERVICES PERTAINING TO THE FLOCK PROCESS DAM REMOVAL PROJECT FOR A SUM NOT TO EXCEED \$170,000.00**

Account No: 35 33 70 5258 (CT DEEP Grant Funds)

Mr. Livingston asked for the completion date for the project.

Ms. Burns answered the project will be completed by the Summer of 2017.

Mr. Chimento stated that this project is funded 100 % by the State of Connecticut. This is located behind Hotel 0.

Ms. Maggio asked if this project was already done.

Ms. Burns answered that the design was completed and this will be the actual construction inspection.

Mr. Bonenfant asked how much it would actually cost to complete the project.

Mr. Chimento answered the project will cost 1.3 million. This will be funded by the State of Connecticut.

****MR. LIVINGSTON MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

Attorney Richard Roina representing Mr. & Mrs. Vega, introduced himself to the Committee. He stated that Mr. & Mrs. Vega's home is the subject of the Executive Session. He said that apparently their house is to be removed so that certain improvements and widening of the river behind their house can be done. He said that the difficulty with this process has been with the negotiations with the appraisal of their home. Attorney Roina stated that they have been in their home since 1994 with no mortgage. He said that they are not interested in selling their home and taking on a mortgage. He also stated that their home has not been affected by flooding in the last 25 years they lived in their home.

Bob M. spoke stating that he has been in his home since 1958. He says that his house flooded once due to the City and that the City made him build a retaining wall at his own expense. He said that if the City cleaned the pond it would never rise. He said that he disagrees with City taking grant money and building a retaining wall.

Ms. Vega added that she feels in years to come there may be a flooding issue.

EXECUTIVE SESSION

****MS. MELENDEZ MADE A MOTION TO ENTER INTO EXECUTIVE
SESSION TO DISCUSS PROPERTY NEGOTIATIONS RELATED TO
ITEM 8.
MOTION PASSED UNANIMOUSLY

The Members of the Public Works Committee entered into Executive Session at 8:09pm. and ended at 8:20pm.

- 8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO WITHDRAW FROM ITS CONTRACT WITH THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION FOR PROJECT NUMBER DEPA00002082007.**

****MR. LIVINGSTON MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

INFORMATION / DISCUSSION

A. MONTHLY SOLID WASTE REPORT – FEBRUARY 2017

Mr. Chimento reported that on Saturday DPW held an event called “Bye Bye Mattress” a State Program, at South Smith Street where anyone could dispose of their mattress/box springs free of charge. There were a total of 47 mattress/box springs delivered for disposal free of charge.

B. CUSTOMER SERVICE REPORT – MARCH 2017

There was no discussion on the customer service report this evening.

C. CORRESPONDENCE

There was no discussion on the customer service report this evening.

UPCOMING PROJECTS

Next meeting is scheduled for Tuesday, May 2, 2017 in Room 225.

****MS. MAGGIO MOVED TO ADJOURN**

****MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:24 p.m.

Respectfully submitted,

Monique Cipriano
Executive Assistant
Public Works Department

23-08140-004
April 14, 2017

Ms. Elisabeth Burns, P.E.
Principal Engineer
City of Norwalk
125 East Avenue
Norwalk, CT 06856

Re: **Proposal for Engineering Services
Dam Repair Design and Permitting
Rowayton Pond Dam, Norwalk**

Dear Ms. Burns:

Per your request, Tighe & Bond is pleased to provide you this proposal for design and permitting assistance services associated with proposed repairs to Rowayton Pond Dam.

Project Understanding

Rowayton Pond Dam is an earthen embankment with downstream stone masonry wall. The dam is approximately 250 feet long and 8 feet high and is classified with the Connecticut Department of Energy and Environmental Protection (DEEP) as a Class BB (Moderate) Hazard dam. The dam was last improved in 1990 to flatten and armor the upstream slope, widen the crest, install a clay lined cutoff trench at the upstream toe, construct a stone masonry and concrete spillway with a pedestrian bridge, and install an 8-inch diameter low-level outlet pipe with downstream control valve.

Tighe & Bond performed a regulatory dam inspection on Rowayton Pond Dam on November 2, 2016. The dam received an overall dam condition rating of poor, meaning that deficiencies are recognized that require engineering analysis and/or remedial action. The primary deficiencies identified to warrant the poor condition are trees growing on or within 25 feet of the dam embankment and bypass of spillway channel flow along the downstream toe of the dam. Recommendations on the improvements that would need to be undertaken to bring the dams condition rating to good were included in the 2016 dam inspection report.

It is our understanding that the City of Norwalk intends to perform the repair work with their Department of Public Works (DPW) staff. The proposed scope of services identifies the dam inspection recommendations that will require the engineering design and permitting support services.

Scope of Services

Task 1 - Design Services

1. **Site Visit** – Tighe & Bond will perform one site visit to evaluate the number, size, and density of trees to be cleared and grubbed from the dam. During the site visit, measurements will be taken of the spillway training wall and the downstream masonry wall for evaluation of the recommendation to address the apparent settlement and scouring of the right downstream training wall.
2. **Prepare Plans, Details, and Specifications** – Following the site visit we will prepare plans and details showing proposed tree removal and additional improvements to address the recommendations in the 2016 dam inspection report. Limited technical

specifications for proposed repair materials will also be prepared. Tighe & Bond will utilize the 1990 *Rowayton Pond Dam Improvement Project* .pdf drawings as the base drawing for the proposed improvement plans. Because the City of Norwalk intends to construct the improvements using DPW staff, proposed drawings will not be complete bid documents but will include the technical information necessary to provide direction to DPW staff and convey the project intent for dam construction permitting. We will provide plans to Norwalk for review and based on comments received from Norwalk will prepare final plans for use in construction. Two paper copies and a .pdf of the final design documents will be provided. We have not budgeted for a design review meeting but can modify our scope if desired by Norwalk.

Task 2 - Permitting Assistance Services

Based on the information collected during the site visit and the proposed improvements reflected on the final design plans, we will assist the City of Norwalk in permitting of the proposed dam repairs. Table 1 lists the DEEP Dam Safety Permits that are anticipated to address the recommendations in the 2016 dam inspection report, but may change depending on the final design plans. Recommendations requiring Dam construction activities under the Dam Safety General Permits are exempt from City of Norwalk Inland Wetland Agency approval; however, a formal notification is required to be sent to the Norwalk Inland Wetlands Agency prior to construction.

TABLE 1

Anticipated Dam Construction Permitting Per Recommendation

No.	Permit*	Recommendation
1	GP-015-2	Clear and grub the trees and stumps that are on or within 25 feet of the dam embankment in accordance with CT Dam Safety Regulations Section 22a-409-2.j. Backfill with appropriate material which will vary depending on location. A professional engineer experienced with dam safety should recommend proper backfill materials.
2	No Permit	Monitor seepage at the downstream toe.
3	GP-015-2	Fill crest settlement and repair settlement and repave footpath in settled area.
4	GP-014	Reseed bare and sparse portions of the dam crest and downstream slope.
5	GP-015-1	Backfill animal burrows, and chink voids in downstream dry stack stone masonry wall.
6	GP-016	Mortar cracks in downstream ends of right and left stone masonry training walls. Extend the right stone masonry training wall farther downstream to reduce bypassing of the spillway channel and flow along the downstream toe.
7	GP-014	Remove woody debris and herbaceous vegetation from spillway, spillway apron, and downstream channel.
8	GP-015-2	Rehabilitate or replace low-level outlet valve and valve pit structure and restore functionality of the low-level outlet.

* GP-014 – Non-Filing without P.E. Oversight Dam Safety General Permit

GP-015-1 – Filing-Only without P.E. Oversight Dam Safety General Permit

GP-015-2 – Filing-Only with P.E. Oversight Dam Safety General Permit

GP-016 – Approval of Filing with P.E. Oversight Dam Safety General Permit

Permitting anticipated for Recommendation No. 6 assumes that the repair of the downstream end of the right stone masonry wall will consist of a stone masonry wall extension to the existing right training wall and the addition of crushed stone and riprap as a buttressing measure for the new training wall and existing downstream masonry wall. The intended effect of the proposed training wall improvement will be to move the spillway channel flow further downstream from the dam toe and prevent further undermining and movement of the right training wall.

1. **CTDEEP Coordination** – Tighe & Bond will coordinate with CTDEEP dam safety staff to discuss:

- The proposed repair work to the dam
- The proposed reservoir dewatering proposed to perform the concrete repair work
- Confirm that repair can be performed under the CTDEEP *Dam Safety General Permit Approval of Filing with Professional Engineer Oversight Required*

We have assumed that no meeting will be required for this task. It is important to note that repair activities that do not require a permit or are authorized by the Non-Filing General Permit can be conducted independently of or concurrently with filings made under the other Dam Safety General Permits.

2. **CTDEEP Dam Safety General Permit Approval of Filing with Professional Engineer Oversight Required Preparation** – We will prepare the *Dam Safety General Permit Approval for Filing with Professional Engineer Oversight Required* form and submit to CTDEEP. The following additional permitting efforts are required to be attached to the Dam Safety General Permit Form for the proposed repair work.

- a. **Wetland Delineation** – A wetland delineation will be performed by Tighe & Bond of the project area in accordance with Connecticut regulations of tidal and inland wetlands and with federal wetland regulations. The limit of wetlands will be marked with numbered survey tape (flags) at the project site and located by GPS. Field information will be collected during the delineation to support the US Army Corps of Engineers Self-Verification form and DEEP Coastal Consistency Review form.
- b. **US Army Corps of Engineers Self-Verification Notification Form** – We will prepare and submit a Self-Verification Notification Form to the US Army Corps of Engineers for authorization under the current Connecticut General Permit. It is assumed that the wetland impacts for the project will be less than 5,000 square feet and that the project will be eligible under GP 2 – 'Repair or maintenance of currently serviceable fill'. Note that the Self-Verification (SV) process was previous referred to as 'Category 1', the DEEP Dam Safety General Permit Part IV Section 5 refers to this approval as Category 1.
- c. **Coastal Consistency Review Form** – The project area is located within the coastal boundary as delineated by DEEP approved coastal boundary maps and a Coastal Consistency Review Form will be required to be submitted. Tighe & Bond will prepare the Coastal Consistency Review Form and submit to DEEP on behalf of the City of Norwalk.

Task 3 – Oversight of Dam Work and General Permit Reporting Services

1. **Notice to Municipality-Intent to Conduct Regulated Activities authorized by a Dam Safety General Permit to Conduct Maintenance, Repairs, and Alteration to Dams Preparation** – In accordance with the *Dam Safety General Permit Filing-Only* or *Approval of Filing with Professional Engineer Oversight Required*, we will prepare the *Notice to Municipality* and for submission to the City of Norwalk Inland Wetland Commission, at least two weeks prior to initiating repair work. Under the dam safety general permits, the Inland Wetlands Commission is required to be notified, but not required to grant an approval.
2. **Dam Repair Work Observation** – In accordance with the *Dam Safety General Permit Filing-Only* or *Approval of Filing with Professional Engineer Oversight Required*, we will observe on a part-time basis the clearing and grubbing of trees and stumps, filling of crest settlement, rehabilitating or replacement of the low-level outlet valve, and repairing the right stone masonry training wall. We will prepare field reports for the times that we are on site observing work for inclusion in the Work Completion Report. We have included seven days of repair work observation.
3. **Work Completion Report Preparation** – In accordance with the *Dam Safety General Permit Filing-Only* or *Approval of Filing with Professional Engineer Oversight Required* we will prepare a Work Completion Report including photographs, diagrams, sketches indicating the work completed. We will also prepare a Record Drawing indicating any changes to the Construction Drawings.

Assumptions/Excluded Services

In an effort to provide a limited budget based on a specific Scope of Services, Tighe & Bond has made the following assumptions and exclusions, which define the intended services and associated costs.

1. The repair work will not necessitate drawing down the impoundment by more than three inches below the normal pool elevation (below the spillway crest). Therefore a Request for Determination of Need for Fishway for Dam Safety Permit form and coordination with DEEP Fisheries will not be required.
2. The project will be eligible for approval under *Dam Safety General Permit GP-016, Approval of Filing Category*.
3. Approval under the CT DEEP Dam Safety Program exempts additional review under the Connecticut Tidal and Inland Wetlands Acts.
4. The wetland impacts for the project will be less than 5,000 square feet; and the project will be eligible for Self-Verification approval under the Army Corps of Engineer's CT General Permit.
5. Based on a review of recent DEEP mapping, the project site is not mapped as habitat for state listed species and an NDDDB review request will not be submitted.
6. Attendance at additional meetings is excluded, but can be provided at an hourly rate upon request.

Fee

Tighe & Bond will perform these services for a lump sum fee of \$20,000, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The lump sum fee has been broken out by task below for informational purposes.

Task	Fee
Task 1: Design Services	\$6,000
Task 2: Permitting Assistance Services	\$4,000
Task 3: Oversight of Dam Work and General Permit Reporting Services	\$10,000
Total Lump Sum Fee	\$20,000

Schedule

We are prepared to initiate the services described herein within two weeks of receipt of an acceptance of this proposal and anticipate that the Task 1 can be completed within four to six weeks, depending on the City of Norwalk's review time. Task 2 can be prepared and submitted to DEEP within four weeks of final design repair drawings, and we anticipate CTDEEP Dam Safety will require four weeks to review and approve the general permit. Task 3 will be dependent on the repair schedule of the City of Norwalk DPW, yet the General Permit Reporting Requirements will be completed within four weeks of the completion of repair work. It is important to note that review durations by permitting agencies are beyond our control and could extend this schedule.

A proposal acceptance statement is provided at the end of this letter. If this proposal is acceptable, please sign and return one copy of this letter proposal. Thank you for the opportunity to provide our services and we look forward to working with you on this project. If you have any questions or comments, please contact Dan Valentine at (860) 704-4772.

Very truly yours,

TIGHE & BOND, INC.



Daniel F. Valentine, P.E.
Project Manager

APPROVED:



David L. Loring, P.E., ENV SP, LEED AP
Vice President

ACCEPTANCE:

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

Authorized Representative

Date

Enclosures: Terms and Conditions

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"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.



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Public Works Committee of the Common Council

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer, D.P.W. *P.L.S.*

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

REF: 4th Taxing District Extension Information

DATE: April 10, 2017

The extension of the 4th Taxing District is done as per Section 1-17 of Article II, Taxing Districts of the City Charter and Special Acts, as well as Chapter 94 of the City Ordinance. The 4th Taxing District is the sewered portion of the 5th Taxing District. The 4th Taxing District therefore, does not have a fixed boundary and can potentially change every year. The 1st, 2nd, 3rd, 5th, and the 6th Taxing Districts all have fixed boundaries. Properties that are in the 5th Taxing District usually have subsurface sewage disposal systems (septic systems) and do not have access to the City sanitary sewer system. Parcels in the 5th Taxing District that have access (even though not physically connected) to the City sanitary sewer system along the frontage of the property are eligible to be taken into the 4th Taxing District. In cases where the City sanitary sewer system is not accessible along the frontage of their property, some property owners will choose to run their sewer lateral to the nearest City sanitary sewer. This would also make the property eligible to be taken into the 4th Taxing District. In summary, either access to, or connection to the City sanitary sewer system makes a property in the 5th Taxing District eligible to be taken into the 4th Taxing District.

When the access to (through a sanitary sewer system extension project), or connection to the sewer system is completed by September 30 of one year, the parcels are taken into the 4th district, and added to the Grand list for the tax bills that are due on July 1st of the following year. If you have access to, or connection to the sewer system is completed on/or after October 1st of one year, the parcels are taken into the 4th district, and added to the Grand list for the tax bills that are due on July 1st of the second following year (twenty-one months later). When taken into the 4th Taxing District, the property also becomes eligible for City garbage collection. There is an

increase in the mill rate between the 4th Taxing District and the 5th Taxing District. This difference in the mill rate is intended to cover the cost of the garbage collection. The cost of processing the sewage at the City Waste Water Treatment plant for parcels in all of the Taxing Districts in the City is covered by the Water Pollution Control Authority (W.P.C.A.) sewer user fee that was instituted for fiscal year 2002 - 2003. The cost of garbage collection is already included in the mill rate for the 1st, 2nd, 3rd, and the 6th Taxing Districts.

Property owners who cannot receive City garbage collection due to accessibility of the parcel (say on a private road, residential condominium complexes, or residential cooperative units) and have to use a private garbage disposal company, are eligible to apply for an exemption at the office of the Tax Assessor (with proper documentation on or before April 15 prior to the ensuing fiscal year) and will be credited the portion of the mill rate in the 4th Taxing District that is specifically for garbage collection. That is tentatively 0.720 mills for fiscal year 2017 - 2018. They will then be put into the Taxing District called the 4N. This exemption also applies to the 1st, 2nd, and 3rd Taxing Districts.

The City of Norwalk Board of Estimate and Taxation
FY 2017-18 TENTATIVE APPROVED MILL RATES
 Rounded to Nearest xx.xxx Mills

FY 2016-17 APPROVED							
SERVICE DISTRICTS	AUTONOMOUS DISTRICTS						
	1st Downtown Norwalk	2nd South Norwalk	3rd East Norwalk	4th Sewered Main Area	5th No Garbage Main Area	6th Rowayton	10th Motor Vehicle
Fifth	21.631	21.631	21.631	21.631	21.631	21.631	
Fire	3.105	3.105	3.105	3.105	3.105		
Fourth-Garbage	0.708	0.708	0.708	0.708			
Street Lighting				0.059	0.059		
Sixth - Rowayton							
APPROVED 2016-17	25.444	25.444	25.444	25.503	24.795	22.942	28.907
FY 2017-18 TENTATIVE APPROVED							
SERVICE DISTRICTS	AUTONOMOUS DISTRICTS						
	1st Downtown Norwalk	2nd South Norwalk	3rd East Norwalk	4th Sewered Main Area	5th No Garbage Main Area	6th Rowayton	10th Motor Vehicle
Fifth	22.081	22.081	22.081	22.081	22.081	22.081	
Fire	3.088	3.088	3.088	3.088	3.088		
Fourth-Garbage	0.720	0.720	0.720	0.720			
Street Lighting					0.057		
Sixth - Rowayton						1.303	
TENTATIVE 2017-18	25.889	25.889	25.889	25.946	25.226	23.384	29.500
APPROVED 2016-17	25.444	25.444	25.444	25.503	24.795	22.942	28.907
% Increase Mill Rate	1.75%	1.75%	1.75%	1.74%	1.74%	1.93%	2.05%
Median Assessed Value	\$217,810	\$193,020	\$239,675	\$250,435	\$349,545	\$677,500	
FY 2017-18 Taxes	\$5,638.88	\$4,997.09	\$6,204.95	\$6,497.79	\$8,817.62	\$15,842.66	
FY 2016-17 Taxes	\$5,541.88	\$4,911.13	\$6,098.21	\$6,386.76	\$8,666.85	\$15,542.99	
Annual Increase Taxes	\$97.00	\$85.96	\$106.74	\$111.03	\$150.78	\$299.67	

Norwalk Water Pollution Control Authority
2016 Grand List Update

Date: 4/5/2017

Date WPCA Connection Paid	Street Address Number	Parcel Location	Tax Lot (D-B-L)	Existing Sewer District	Commercial/ Residential	Finished No. of Units	Description
6/8/2016	123	Richards Avenue	5-70-3-0	5N	Residential	64	64 Units
12/10/2015	10	Fox Run Road	5-56-446-0	5N	Residential	1	1-family
11/12/2015	305	Newtown Avenue	5-28-66-0	5N	Residential	1	1-family



CITY OF NORWALK
Thomas Little
Permit Engineer
tlittle@norwalkct.org
norwalkct.org
P: 203-854-7290 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Public Works Committee of the Common Council

FROM: Thomas Little - Permit Engineer, Department of Public Works

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

DATE: April 27, 2017

RE: The SONO Collection - Temporary Easement

There is a need for the tie-back easement is due to the Temporary Soils Retaining System which needs to be installed along North Water and Pine Street Extension. The reason for the temporary support system, which is a normal means and methods, is to allow for the excavation for the foundations alongside the streets above for protection of the embankments. The easement is to allow for what are called soil nails, which will be installed partially under North Water Street and Pine Street Extension to hold the temporary support system in place during construction.

TO ALL MEN TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter, the "Grantor"), acting herein by Harry W. Rilling, its Mayor, duly authorized, for good and valuable consideration received to its full satisfaction of **NORWALK LAND DEVELOPMENT, LLC**, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter, the "Grantee"), does hereby give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns, the following rights and easement under a certain portion of the public roadway located in the City of Norwalk, County of Fairfield and State of Connecticut, and identified as North Water Street and Pine Street Extension. The location of the easement is more particularly depicted on the Plan entitled, "THE SONO COLLECTION 100 NORTH WATER STREET NORWALK, CT 06854, TEMPORARY EXCAVATION SUPPORT PLAN VIEW DWG No. 685.001-2 DRAFT 4/21/2017 by HAYWARD BAKER, 515 CENTERPOINT DRIVE, MIDDLETOWN, CT 06457," which is attached hereto as **Exhibit A**.

The purpose of this easement is to permit Grantee to install tiebacks into the subsurface area beneath the public streets as shown on Exhibit A. Such tiebacks will remain below the surface once installed.

The parties agree that the area of the easement is accurately and completely depicted in the above-described Plan and is referred to herein as the "Easement Area."

Said easement and rights are conveyed together with the .
right in the Grantee, its officers, agents, contractors,

installing and maintaining the underground nail walls, anchors, connections and supports, as shown on Exhibit A, in such manner and at such times as the Grantor and Grantee may determine for the construction, maintenance and support of the Grantee's proposed Project known as The Sono Collection. The cost of such construction, installation, maintenance, repair or replacement shall be the sole expense of the Grantee.

Said easement and right of way are conveyed subject to the following covenants and conditions:

1. No above ground facilities may be installed within the Easement Area. The performance of all work shall comply with all applicable regulations and requirements of the City of Norwalk, including the requirements of its Encroachment Permit No. PWEN1701-0023, applicable insurance coverage and shall be performed in accordance with generally prevailing standards of professional due care and in such a way as to minimize any resulting interference with the Grantor's use of the Public Rights of Way.

2. Grantee is responsible for promptly and completely restoring any areas of Grantor's property, including the public right of way that may be disturbed as a result of Grantee's access and use thereof. Such restoration shall be completed so the Easement Area is returned, as closely as possible, to its condition as existed immediately prior to Grantee's entrance thereon. The scope of such restoration will be subject to the reasonable approval of the Grantor, acting by its Director of Public Works.

3. The Grantee shall not assign its easement rights, nor

intended assignment and reasonable information concerning the proposed Assignee. Prior to an effective assignment, Assignee shall execute an assignment and assumption agreement, reasonably satisfactory to the Grantor, whereby Assignee agrees in writing to be bound by all of the same obligations and responsibilities of Grantee hereunder. Any assignment or use in violation of the provisions of this Easement shall be void and shall result in the termination of Grantee's rights hereunder at the election of Grantor.

4. The Grantee shall coordinate its activities with the Grantor so as to minimize, to the fullest extent reasonably possible and practicable, any resulting interference with the ongoing use and operation of the Easement Area by Grantor or access to the Easement Area by the public. The Grantee will provide to Grantor's Department of Public Works, reasonable prior written notice describing the Scope of any proposed work and schedule for the same, as well as such other information required by Grantor. Grantee shall comply with all directions from Grantor's Department of Public Works.

5. Grantee shall be responsible for obtaining all permits, licenses and approvals as may be required from any governmental entity in connection with its performance of any activities hereunder or the performance of any required restoration of the areas disturbed as a result of its activities.

6. The Grantee will provide the Grantor and the City of Norwalk Police Department with a minimum of two weeks notice prior to all scheduled work in the Easement Area or entrance on

managing all traffic interruptions and parking restrictions required for its conduct of any work performed hereunder, including the timely submission of all such restrictions to the Police Chief for prior written approval.

8. Grantee shall be responsible for all work done on, and activities taking place in, on, or under the Easement Area and Grantee agrees at all times to indemnify, defend and hold Grantor, its agents, employees, officials and representatives, harmless from and against any and all claims, damages, costs and liabilities of any nature or kind, including reasonable attorney's fees, that may arise out of or be caused by the actions or omissions of Grantee, its agents, employees or contractors in connection with its use of the Easement Area or its obligations under this Easement. This indemnity shall not be limited by any insurance coverage provided, or any term or condition of this Agreement and shall survive the expiration or earlier termination of this Agreement. Grantee further releases the Grantor from any and all claims that it may have arising from its use of the Easement Area or its performance of any work hereunder. Notwithstanding the foregoing the Grantee shall not be responsible for any claims, damages, costs or liabilities caused by Grantor's gross negligence or willful misconduct.

9. **INSURANCE REQUIREMENTS**

Grantee shall provide at its sole cost and expense the types and amounts of insurance coverage and if applicable a surety bond in compliance with the Grantor's current Public Works Permit requirements in force at the time any work is

same for any lawful purpose and in any lawful manner; provided, however, that the Grantor shall not use or enter upon the Easement Area in any way that may cause interference with or impair Grantee's full use and enjoyment of the rights and interests hereby conveyed.

11. Any notice provided under or pursuant to this Easement shall be in writing and sent by certified or registered mail to the addresses of the parties set forth below.

For the Grantor: Director of Public Works
City of Norwalk
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to: Corporation Counsel
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

For the Grantee: Norwalk Land Development, LLC
110 N. Wacker Drive
Chicago, IL 60606

TO HAVE AND TO HOLD the above granted rights of way and easements and the rights and privileges hereinbefore described to the said **CITY OF NORWALK**, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its proper and authorized officer and its seal affixed this _____ day of _____, 2017.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

contained, by signing the name of the **CITY OF NORWALK** by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
Commissioner of Superior Court

Signed and Delivered
in the Presence of:

NORWALK LAND DEVELOPMENT, LLC

By: _____
Gregory Lynch
Its Authorized Signatory
Duly Authorized

STATE OF)
) **ss.**
COUNTY OF)

On this the _____ day of _____, 2017, before me, the undersigned officer, personally appeared Gregory Lynch who acknowledged himself to be the Authorized Signatory and that he as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **NORWALK LAND DEVELOPMENT, LLC** by himself as Authorized Signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
Commissioner of Superior Court

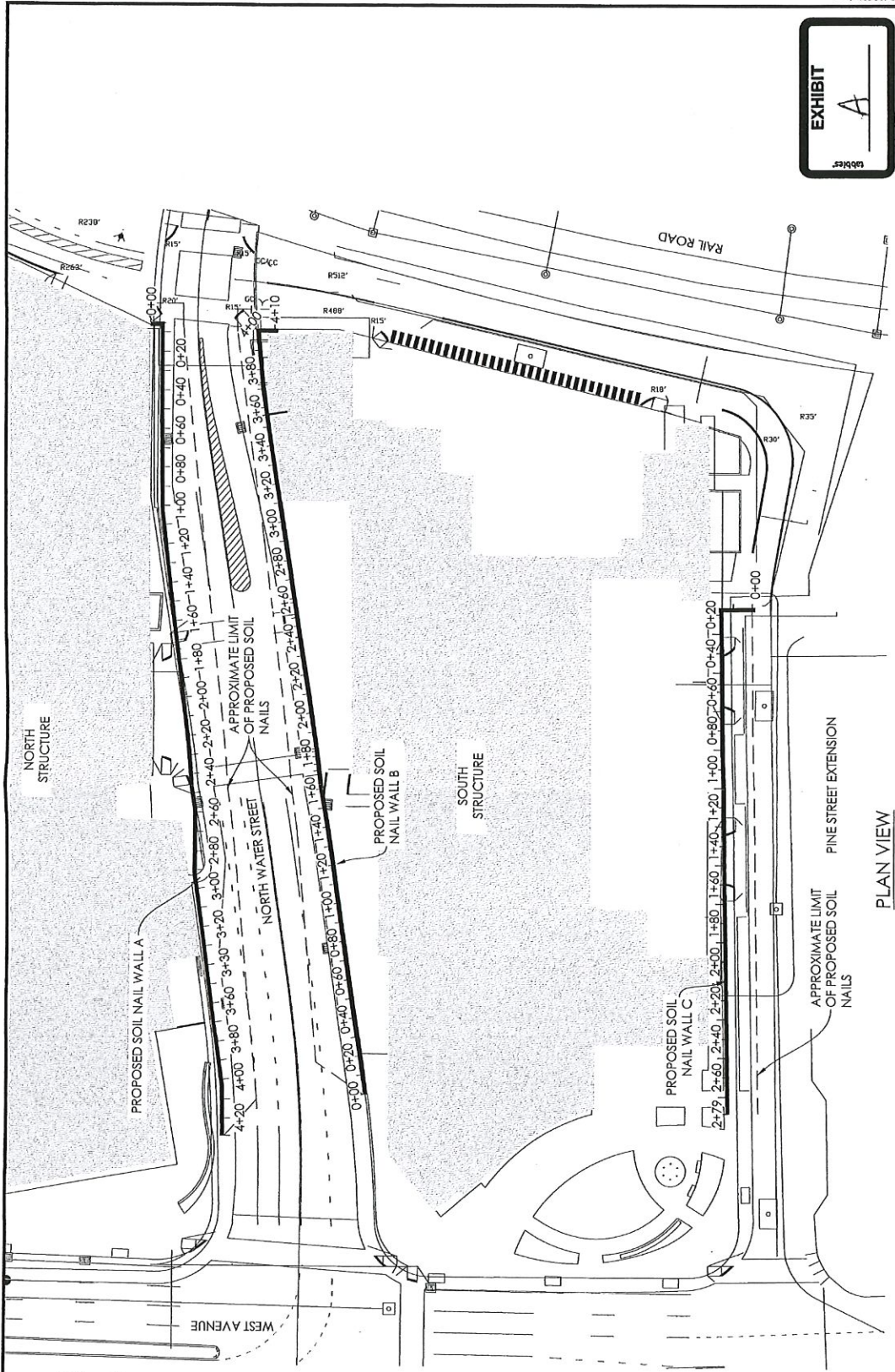


EXHIBIT
A

THE SONO COLLECTION 100 NORTH WATER STREET NORWALK, CT 06854				DWG No. 685.001-2	
TEMPORARY EXCAVATION SUPPORT				PLAN VIEW	
4	3	2	1	No.	DATE

DRAFTER	R. SCOTT
CHECKER	J. JACO
MANAGER	



HAYWARD BAKER
515 CENTERPOINT DRIVE
MIDDLETOWN, CT 06457

THESE DRAWINGS SHALL NOT BE MODIFIED OR ALTERED, UNLESS UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ANY SUCH MODIFICATIONS ARE MADE, THE ALTERING ENGINEER SHALL AFFIX HIS/HER SEAL AND THE NOTATION "ALTERED BY FOLLOWED BY HIS/HER SIGNATURE, THE DATE OF ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION."

DRAFT
4/21/2017



DEPARTMENT OF PUBLIC WORKS

BID SHEET

PROJECT: PM2017-3

PROPOSED HOT-IN-PLACE RECYCLING AND MICRO-SURFACING

DATE: THURSDAY, APRIL 20, 2017 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
Sealcoating, Inc. 825 Granite Street Braintree, MA 02184	\$ 478,840.60 (Apparent low Bid)	15 % Fidelity and Deposit Co. of Maryland
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

1 Management Summary

1.1 Introduction

PRIME would like to thank the City of Norwalk (hereby referred to as 'the City'), for giving us the opportunity to propose our Document Conversion Services. PRIME believes we will be able to fulfill all of the City's requirements for converting their documents.

1.2 Vendor Information

Company Name: PRIME AE Group, Inc.

Company Location: 55 Capital Boulevard, Rocky Hill, CT, 06067

Company Point of Contact: Bill Oliver

Phone Number: (860) 393-4002

Email Address: boliver@prime3sg.com

2 Project Outline

Engineering Division – Volume details and estimate

Based on the site visits done by PRIME, we estimate the following:

- Types of paper to be scanned across the department:
 - Various building documents, Maps and/or Plans (B&W scanning, with few color plans)
 - In file drawers
 - Various sizes
 - Map File Index Cards (Color scanning)
 - Single sided index cards
 - Large Development Index Cards (Color scanning)
 - Street Record Index Cards (Color scanning)
 - Large Size Index Cards
- Total estimated volume (images):
 - Large Format Documents – 30,000
 - Index Cards – 4,900



Document Types and Keywords

The following document types along with related keywords will be considered for this project. Other keyword values can be added later if the City needs to have additional indexing information for the images:

	Document Type	Keywords	Drop Down (if applicable)
1	Map File	File Number	
2	Map File Index Cards	Street Name	
3	Large Development Record Cards	Street Number	
		Street Name	
		Map File Number	
4	Street Record Cards	Street Name	
		Previous Street Name	
		Location	
		Acceptance	
		Width	
		Length	
		Surface	
		Sewer	
		Sewer Reference Number	
		Reference Maps	

PRIME Document Conversion Process

- Schedule box pick up from the department and perform conversion process at PRIME facilities
 - Packing the files
 - The map files can be packaged by City staff or by PRIME. The files should be rolled in groups by file number if possible and placed in bags. PRIME will supply the City with the necessary bags.
 - An inventory sheet must be attached to each box/bag, and a master inventory will be signed by both Town and PRIME staff.
 - Prepping – The card files should require little prepping time. However, the maps may vary in condition, so some time with each document will be necessary to make sure a quality image will be obtained by the scanner.
 - Scanning
 - Indexing – Indexing will be completed according to the keywords defined above. Additional keywords can be added to the documents in OnBase later.
 - Quality Control – All images will be reviewed for quality
 - Export
 - Import to CRCOG's OnBase solution
- Configure OnBase with the document types and associated keywords.
- Import the converted documents along with metadata information into the CRCOG's OnBase solution for search and retrieve based on the keywords/metadata.

Key Assumptions

PRIME will be making the following assumptions for this project:

- It will be the City's responsibility to "group" the documents as per their respective document types before PRIME boxes the files for pickup.
- Any modification in the document types or related keywords will need a "change request" to be processed.
- The above-mentioned volumes are an estimate only and all invoicing will be done on the "actual" number of images processed.
- If PRIME identifies more volume than the estimates above, it will be immediately brought to the City's attention for additional funding.

3 Pricing

Item	Unit Rate	Est. Qty.	Estimated Total
Project management	\$75.00	20 hours	\$1,500.00
Job setup	\$80.00	6 hours	\$480.00
Export	\$80.00	3 hours	\$240.00
Regular image scanning	\$0.06	4,900 images	\$294.00
Maps/Plans scanning	\$1.25	30,000 maps	\$37,500.00
Price per Indexing (regular field)	\$0.15	38,000 indexes*	\$5,700.00
Prepping and De-prepping	\$18.00	250 hours	\$4,500.00
Transportation/ Inventory	\$18.00	40 hours	\$720.00
Total Cost			\$50,934.00

*Number of index fields calculation:

- Each map file will have 1 field → 30,000 indexes
- Each map file index card will have 1 field → 2,800 indexes
- Each large development record card will have 3 fields → 2,100 indexes
- Each street record index card will have 10 fields → 13,000 indexes

**The invoicing for images scanned, fields indexed and prepping for indexing/document typing will be on "actuals".

Signatures:

On Behalf of the City of Norwalk:

Date Approved: _____

Nathaniel Asare, Junior Engineer

On Behalf of Prime3SG:

Date Approved: April 20, 2017



Nanda Nair – Principal



MEMORANDUM

TO: Bruce Chimento, P.E. - Director of Public Works

FROM: Aaron Ho, E.I.T. – Junior Engineer

CC: Elisabeth Burns, P.E. - Principal Engineer
Drew Berndlmaier, P.E. – Senior Civil Engineer

REF: Public Works Committee Agenda Item – Project PM2017-1 Pavement Management Program

DATE: April 28, 2017

I would like to request that the following items be included on the agenda for the May 2, 2017 Public Works Committee meeting.

1) Authorize the Director of Public Works, to execute Change Orders for Project PM2017-1 Pavement Management Program, for a sum not to exceed \$670,000.

Account Nos. 0916 5010 5777 C0516

0918 5010 5777 C0516

Funds in the amount of \$130,000 may be appropriated from a forthcoming State Alliance grant – Account number TBD

0918 6030 5777 C0611

Relating to Board of Education:

The Norwalk Board of Education has requested to partner with Norwalk DPW to perform the following additional work for Board of Education facilities as part of the PM2017-1 Pavement Management Program Contract:

- **Naramake ES** – entire lot & drive ups minus 2014 paving (curbing, walkways & handicap ramps where needed)
- **NHS** – Install speed cushion/s (amount & location TBD)
- **Fox Run ES** – entire lot & drive ups (curbing, walkways & handicap ramps where needed)
- **Wolfpit ES** - entire lot & drive ups (curbing, walkways & handicap ramps where needed)

Funding for this work will be sourced from what remains in the previously approved FY 2016-17 District Paving Capital budget account, and the recently approved FY 2017-18 District Paving Capital Budget Account. A total value of \$440,000 would be appropriated from those accounts. Additionally, \$130,000 may be appropriated from a State Alliance Grant (approval forthcoming).

Relating to the Department of Recreation and Parks:

The Department of Recreation and Parks requests to partner with Norwalk DPW to expand the auxiliary parking lot at City Hall by incorporating and repurposing an underutilized area of Malmquist Field. The expansion would add approximately 48 parking spaces to the lot. Impacts to the baseball field would be minimal, and the track will be realigned accordingly. The work will be added to the PM2017-1 Pavement Management Contract, and will be performed during the summer months of 2017, along with the anticipated resurfacing of the existing City Hall parking lots.

A value of \$100,000 will be appropriated for this work from the recently approved FY 2017-18 Malmquist Field Aux Parking Capital Budget Account.

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



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, Superintendant of Operations
 Dilene Byrd, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: April 6, 2017

Re: MSW and Recycling Report - March 2017

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Mar-16	Current FY: Mar-17	Change	FY 16/17 Cumulative
Curbside tonnage	1,289.54	1,174.13	-8.9%	10,916.30
MSW tonnage out	1,820.00	1,726.29	-5.1%	16,453.65
Transfer station operating fee	\$64,400.00	\$65,625.00	1.9%	\$590,625.00
Transport and disposal fee	\$154,700.00	\$150,187.23	-2.9%	\$1,431,467.55
Curbside collection fee	\$87,430.25	\$90,053.17	3.0%	\$810,478.53
Total operating costs (less curbside)	\$219,100.00	\$215,812.23	-1.5%	\$2,022,092.55

MSW Consolidated Budget	
FY 16/17 Budget	\$3,856,888.00
Amount expended	\$2,832,571.08
Percent remaining	26.6%

Recycling Collection				
Recycling Collection	Previous FY: Mar-16	Current FY: Mar-17	Change	FY 16/17 Cumulative
Curbside tonnage	688.46	672.94	-2.3%	6,312.12
Transfer station tonnage	32.11	40.76	26.9%	376.01
Total monthly tonnage	720.57	713.70	-1.0%	6,688.13
Curbside collection fee	\$84,872.08	\$87,418.17	3.0%	\$786,763.50

Recycling Budget	
FY 16/17 Budget	\$1,049,018.00
Amount expended	\$786,763.50
Percent Remaining	25.0%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Mar-16	Current FY: Mar-17	Change	FY 16/17 Cumulative
Transfer station tip fees	\$35,036.50	\$34,009.75	-2.9%	\$299,411.90
Recycling revenue (curbside)	\$12,048.05	\$11,776.45	-2.3%	\$110,462.10
Recycling revenue (T.S.)	\$561.93	\$713.30	26.9%	\$6,580.18
Total revenues	\$47,646.48	\$46,499.50	-2.4%	\$416,454.18

A



TO: Public Work Committee
FROM: Connie Blair, Customer Service Manager
Cc: Bruce Chimento, Director of Public Works
SUBJECT: Customer Service Calls and Requests April 1st – 27th
DATE: April 28, 2017

The Customer Service Center received 550 service calls with 487 requests for service related to Public Works. Listed are amounts of requests received in each Public Works category, what number of service requests remain in progress, and the number of requests completed.

Category:	In Progress	Completed	Total
<i>Drainage</i> Catch basin cleaning, and repair, culvert maintenance	9	24	33
<i>Engineering</i> Contractor trench, permit Inspections, paving	10	4	14
<i>Landscaping</i> Tree inspection and removal, tree pruning and cutbacks	7	25	32
<i>Ordinance Enforcement Officer</i> Illegal dumping, illegal signs, sidewalk litter	15	13	28
<i>Road</i> Potholes, curbing, and sidewalk repair	45	70	115
<i>Snow</i> Plowing, curbing, lawn, and Mailbox repair	41	28	69
<i>Solid Waste</i> Recycling, garbage, stickered recycling and garbage	2	165	167
<i>Traffic</i> Signals, signs, sightlines issues	18	11	29
		Public Work Total Request	487

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