

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: Monday, January 7, 2019
TIME: 6:30 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.)

Public Hearing

1. **PUBLIC HEARING (STREET ABANDONMENT)**
Public Hearing of Necessity for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. 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 Monday, January 7, 2019 at 6:30 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, December 4, 2019.

2. Approve the Necessity for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue and appoint Freeholders.
3. Schedule a Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, February 5, 2019 at 7:00 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.
4. Resolution approving a Special Capital Appropriation in the amount of \$75,000 to fund a proposed sidewalk project along Wilson Avenue (from Covewood to Highland).

Account No. 09 12 4021 5777 C0504

5. Authorize the Mayor, Harry W. Rilling, to execute Fourth Amendment to the June 5, 2017 Contract with Tighe and Bond, Inc. to provide professional engineering services relative to the Norwalk Levee, for an amount not to exceed \$193,050, for Construction Observation Services for Project No. PM2019-1 Pavement Management Program.

Account No. 09 19 4021 5777 C0021

Information / Discussion

- A. Discussion
- B. Customer Service Report December 2018
- C. Monthly Solid Waste Report – November 2018
 1. 2018 Bulky Collection Report

Upcoming Projects

Next Meeting:

Tuesday, February 5, 2019
Public Works Committee Meeting
7:00 P.M.
Room 225, Norwalk City Hall



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: Lisa Burns, P.E. - Principal Engineer

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer 

REF: Items To Be Included On January 7, 2019 Public Works Committee Agenda

DATE: December 31, 2018

I have three items that I am requesting to have included on the agenda for the January 7, 2019 Public Works Committee meeting. I have listed the three items below.

1.) PUBLIC HEARING

Public Hearing of Necessity for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. 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 Monday, January 7, 2019 at 6:30 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

2.) APPROVAL/AUTHORIZATION

Approve the Necessity for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City

property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue and appoint Freeholders.

3.) APPROVAL/AUTHORIZATION

Schedule a Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, February 5, 2019 at 7:00 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

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



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: Lisa Burns, P.E.
Principal Engineer

FROM: Paul L. Sotnik, P.E. 
Senior Civil Engineer

REF: Mail List – Public Hearing of Necessity - Abandonment of a Portion of Stevens Street

DATE: December 14, 2018

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing of Necessity concerning the abandonment of a portion of Stevens Street.

Power Test Realty Company LTD Part.
C/O Getty Properties, Corp.
125 Jericho Turnpike, Suite 103
Jericho, NY 11753
(For 331 West Avenue)

The Norwalk Hospital Association
43 Stevens Street
Norwalk, CT 06850
(For 2 Maple Street)

The Norwalk Hospital Association
43 Stevens Street
Norwalk, CT 06850
(For 370 West Avenue)

The Norwalk Hospital Association
43 Stevens Street
Norwalk, CT 06850
(For 394 West Avenue)

Ms. Julie Thomas
State of Connecticut
Department of Transportation
Office of Rails
Union Station – 4th Floor West
50 Union Avenue
New Haven, CT 06519

Mr. Robert Ike
State of Connecticut
Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 01606
(For D.O.T.)

Ms. Julie Thomas
State of Connecticut
Department of Transportation
4 Brewery Street
New Haven CT 06519
(For D.O.T.)

Mr. Theodore Smigelski
State of Connecticut
Department of Transportation
Office of Rails
Component Change Out Bldg.— 4th Floor
4 Brewery Street
New Haven CT 06519
(For D.O.T.)

Ms. Donna I. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125
(For 340 West Avenue)

Ms. Donna I. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125
(For 350 West Avenue)

Ms. Donna I. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125
(For Mathews Park)

Sample Letter



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

December 27, 2018

Sent Certified Mail: 7011 1570 0001 5561 0761

Power Test Realty Company LTD Partnership
C/O Getty Properties Corp.
125 Jericho Turnpike, Suite 103
Jericho, NY 11753

Re: Public Hearing of Necessity - Abandonment of a Portion of Stevens Street – 331 West Avenue

Power Test Realty Company:

As one of the abutting property owners, you are hereby notified and invited to the Public Hearing of Necessity concerning the abandonment/discontinuance of a portion of Steven Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. At the Public Hearing of Necessity, all interested parties are invited to voice their opinions and any objections in relation to this abandonment as it relates to the best interests of the citizens of the City of Norwalk. The Public Hearing is scheduled for Monday, January 7, 2019 at 6:30 P.M. in Room 225 on the 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

If you have any questions prior to the meeting, please contact me at (203) 854-7891.

Sincerely,

Paul L. Sotnik, P.E.
Senior Civil Engineer

CC: Lisa Burns, P.E. – Principal Engineer
Public Works Committee

TBALL

BOX BOWL:
IGAN STATE, 3 P.M. (FOX)
arn gives Oregon
owl game



Young Kwak / Associated Press

st. 20 file photo, Oregon quarterback Justin
 10) avoids a tackle attempt from Washington
 ensive lineman Taylor Comfort (56) during the
 alf in Pullman, Wash. Herbert has thrown for
 ds with 62 TDs and 17 interceptions in his
 ith Oregon averaging 39.4 points per game in
 eer starts. Oregon plays Michigan State in the
 owl on Monday.

ame with Verdell
 who are one of
 iver Five duos
 ast 700 yards
 they will be in for
 st against a Spar-
 use that is No. 1 in
 against the run.
 State has allowed
 ards per game
 9 runs of at least
 ll season.
 e the best rushing
 the country,"
 said. "A lot of
 don't want to
 stats, you want
 the tape. Really
 nes up with the
 This is the best
 front I've ever

when a star player decided
 to return instead of heading
 to the draft. Spartans de-
 fensive lineman Raequan
 Williams made a similar
 decision because he wants
 another season with his
 teammates at Michigan
 State and to fulfill a prom-
 ise he made to his mother
 to earn his degree. He also
 has some unfinished busi-
 ness.

"We have a really good
 team coming back," he said.
 "I feel like we undera-
 chieved a little bit this year
 for the talent we have on
 this team. We have big
 things in our future."

SERIES HISTORY:

These teams met not so
 long ago in a home-and-
 home series that had far
 bigger implications. In 2014
 and '15, the schools played
 early season matchups with
 both ranked in the top 10.
 Oregon won the first at
 home and went all the way

Y ARM:
 e off before the
 lot for Michigan
 terback Brian
 who missed three
 n the stretch
 ilder injury.
 k Dantonio said

The Norwalk Hour

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PUBLIC NOTICES

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Steven Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. At the Public Hearing of Necessity, all interested parties are invited to voice their opinions and any objections in relation to this abandonment as it relates to the best interests of the citizens of the City of Norwalk. The Public Hearing is scheduled for Monday, January 7, 2019 at 6:30 P.M. in Room 225 on the 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Dated this 28th Day of December, 2018, at Norwalk Connecticut

ATTEST:

Brian Candela,
 Assistant Corporation Counsel

LIQUOR PERMITS

LIQUOR PERMIT

Notice of Application

This is to give notice that I,
 EMMETT E BROWN IV
 123 RISING RIDGE RD
 RIDGEFIELD, CT 06877-5820

Have filed an application
 placarded 12/24/2018 with the
 Department of Consumer Protec-
 tion for a CAFE LIQUOR PERMIT
 for the sale of alcoholic liquor on
 the premises at 300 WILSON AVE
 NORWALK CT 06854-4663

The business will be owned by:
 CRYSTAL FOOD & BEVERAGE
 LLC

Entertainment will consist of:
 Acoustics (not amplified), Karaoke

Objections must be filed by:
 02-04-2019

EMMETT E BROWN IV

GENERAL HELP WANTED

GENERAL HELP WANTED

HEARST

CONNECTICUT
 MEDIA GROUP

Immediate Opening for Goss Metro Pressmen

We have a 3rd shift position open for experienced
 offset printing press operator.

Monday - Friday 11pm. to 7am. Sat 7pm-5am. Sun 8pm-5am.

Set schedules 5 days a week with OT when necessary. Looking for candidates
 with printing back round. Duties of this position include press make ready such
 as loading rolls of paper in reels. Running web leads, setting ink and water on
 press, all duties inside a pressroom and working with a crew as a team.

Also have an entry level position to start in the reel room with possibility to
 grow. We will train the right candidate for this position to learn this trade. Must
 be willing to listen and learn have organizational skills and ability to lift 50lbs.

Send resume to

jgorman@ctpost.com

VEHICLES FOR SALE

2011 BMW 535i- X Drive 47K mi,
 Silver, 1 owner, excellent cond.,
 Run Rite tires, Kelly Blue Book
 \$17,136, 203-972-0861 New Canaan

RED CONVERTIBLE 2004 Solara,
 maintained, great condition, \$2800.
 Call 203-984-0540 Norwalk

DUMP RUNS



1-203-316-8300

Dump Runs/Cleanups/Car Attie

LAWN & GARDEN SERVICES



1-203-316-8300

FALL CLEAN UPS

Fall Leaf Cleaning/New Lawn
 Installation & Repair,
 Detaching, Aerating, Power
 Seeding, Sod, Seed, Soil, Mulch,
 Weeding, Fall leaf cleaning,
 Lawn Maintenance, Lawn Mowing,
 Spring Cleanups & Dump Runs,
 Exterior Power Washing,
 Painting, Masonry,
 Low Rates/Free Estimates
 Toll 203-965-0653

MASONRY / PAVING



203-316-8300

COMPLETE

The Norwalk Hour

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Hours: 8:30 a.m.-4:30 p.m., M-F • Major Credit Cards Accepted

PUBLIC NOTICES

LEGAL NOTICE

HARTFORD LAND USE DOCKET: SECTION 8-8 (n) HEARING

(LND-HHD-CV18-6097918-S) - Notice is hereby given that pursuant to Connecticut General Statutes § 8-8 (n), a hearing has been scheduled on **Thursday, January 17, 2019, at 10 a.m.** at the Hartford Judicial District Courthouse, located at 95 Washington Street, Hartford, CT 06106, to consider approval of a Stipulated Judgment between the parties in the land use appeal entitled, *Life on the Water, LLC v. Zoning Board of Appeals of the Town of Westport, Don Fairbanks, Rick Leever, and Karen Leever* (LND-HHD-CV18-6097918-S) regarding a settlement of variance application #7624 granted by the Town of Westport to Rick and Karen Leever, for property known as 111 Harbor Road, Westport, CT, located in a Residence A zone, PID # B02142000. Anyone wishing to attend should proceed to the Hartford Judicial District Courthouse Civil Caseflow Office prior to the hearing for the courtroom assignment. A copy of the Stipulation for Judgement is available in the Hartford Judicial District Courthouse and also in the Town of Westport Office of the Zoning Board of Appeals, Room 203, Town Hall, 110 Myrtle Avenue, Monday through Friday, 8:30 am to 4:30 pm.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing of Necessity for the abandonment/discontinuance of a portion of Steven Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. At the Public Hearing of Necessity, all interested parties are invited to voice their opinions and any objections in relation to this abandonment as it relates to the best interests of the citizens of the City of Norwalk. The Public Hearing is scheduled for Monday, January 7, 2019 at 6:30 P.M. in Room 225 on the 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Dated this 28th Day of December, 2018, at Norwalk Connecticut

ATTEST:

Brian Candela,
Assistant Corporation Counsel

VEHICLES FOR SALE

2011 BMW 535i- X Drive 47K mi,
Silver, 1 owner, excellent cond.,
Run Rite tires, Kelly Blue Book
\$17,136, 203-972-0861 New Canaan

CLASSIFIED ADVERTISING

Call 203-333-4151
M-F, 8:30 a.m. to 4:30 p.m.

THE SECRET'S OUT CLASSIFIED WORKS

Call Classified at
203-333-4151
M-F, 8:30 a.m. to 4:30 p.m.

PUBLIC NOTICES



Proposals Invited

#3891 - Request for Proposals -
Security Guard Services for the
Norwalk Public Library

The deadline for this solicitation is
**2:00pm, Wednesday,
January 16, 2019**

Bid information is available via the Internet.
The City's website is located at
<http://www.norwalk.ct.gov>

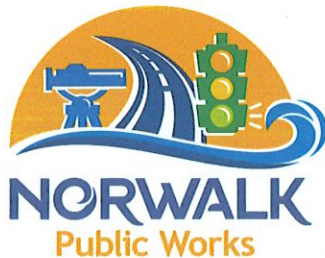
Information about doing business with
the City of Norwalk can be found within
the "Business" tab listed on the main
page of the website.

The document number will be the same
as the project number indicated above.
Additional information is also available by
contacting the Purchasing Department.

Norwalk City Hall,
125 East Ave., P.O. Box 5125,
Norwalk, Connecticut 06856-5125.
Tel - (203) 854-7712 Fax - (203) 854-7817

GENERAL HELP WANTED

Senior Software Engineer sought
by Priceline.com LLC (Norwalk, CT):
Build services that enable searching
& booking of travel products across
multiple channels, including web &
mobile platforms & search engines.
Req. Bachelor's deg in Comp. Sci.,
Communications/Electrical Eng. or
rel. & 5 yrs. exp. in job with software
devlpmnt duties. Exp. specified must
incl 3 yrs. with: Core Java, Spring
Frameworks; J2EEE (Java Platform
Enterprise Edition), web service &
API devlpmnt; SQL with Oracle &/or
MySQL databases; & HTML, CSS,
jQuery, & latest Javascript frame-
work (Angular or React); & 1 yr.
with: Cloud prgmg on Amazon
Web Service or Google Cloud;
CICD & automated testing; &
Microservices architecture.
Resume to www.priceline.com/careers Ref: #1633



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

**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
DECEMBER 4, 2018**

ATTENDANCE: John Igneri, Chairman; Thomas Livingston; Doug Hempstead; George Tsiranides; Michael Corsello; Travis Simms

STAFF: Lisa Burns, Acting Director; Drew Berndlmaier, Acting Principal Engineer; Paul Sotnik, Senior Engineer; Susan Prosi, Walk Bridge Program Manager

OTHERS: Elizabeth Suchy, Mr. Gross, Diane Lauricella

The meeting was called to order at 7:02 p.m. A quorum was present.

PUBLIC INPUT

Mr. Igneri welcomed everyone and went over the public input item on the agenda. He informed all of those signed up to speak that they have three (3) minutes each. He asked that everyone be respectful of the speaker and not call out any comments. He introduced the first speaker.

Elizabeth Suchy thanked the Chairman. She stated she would like to speak on several matters on the agenda for consideration. She said Norwalk Hospital put in an application for street abandonment regarding the parcel on Stevens Street that used to run from up by the hospital down underneath what is now the Route 7 Connector. She described the hatch area using the smartboard. She said when the Route 7 Connector was constructed, they believed there was appropriate street abandonment undertaken but it is not clear if it actually was. Ms. Suchy said her client, Norwalk Hospital in connection with its developer Maplewood, proposed this abandonment because the status of that parcel is unclear and they would like to have that street abandoned properly. She said they are proposing development on the entire corner property provided other properties are conveyed to them. She said it is approximately 1700sq ft. in size and doesn't connect to any street on either side, it is just sitting there and part of an appraisal for 340/350 West Avenue which they submitted a response for a request for conveyance of City property. She said the land is valued at \$84,000 and that amount is included in the \$950,000 that the appraised value was set at for 340/350 West Avenue. She continued that the Norwalk Hospital owns the property adjacent on Maple &

West and seeks to acquire 340/350 West Avenue but the remnant parcel on Stevens Street straddles both 340/350 West Avenue. She said they are seeking street abandonment for just that 1700sq ft. Morris Gross, Vice President of Facilities of Norwalk Hospital reiterated the importance of the acquisition of the property on 340/350 West Avenue, State Property, and the new 250,000sq ft. medical office building. He thanked the members of the Committee in regards to the street abandonment.

Diane Lauricella wanted to speak about some of the discussion items on the agenda. The first thing she spoke about was the drainage issue. She said in the minutes she had discussed having a flood and erosion control board so there could be razor like focus and she has not heard back from anyone so she would like to know if that had been given any consideration. She said not having a formal flood and erosion control board disqualifies the City from getting certain grants. She said she would like the City to receive any grants possible from the State Level related to innovative ways. She said she put in two (2) calls to Chris Torre to discuss green infrastructure. She said that New Haven has embraced this issue. Ms. Lauricella said she hadn't heard back from Mr. Torre and would like some guidance. She said she was told he is the person to contact since there is no director. She continued saying under the discussion item, Chief Public Works and Recreation, she suggested that the process be more public involved. She said she likes the idea to combine departments and no one has contacted her from this council or staff. She said she has not received any answer about the contract going out to bid regarding recycling. She said the previous contract did not go out to bid and was lumped into City Carting's trash contract back in the Moccia's administration. She said that is a fact. She said she would like the public to have a voice in the selection of a new chief and thought it may be a good idea to have some sort of sit down before final decision is made on the chief. She said that she hopes they put their decision on hold until they have a listening session with the public to make sure the match is there because it is a very public interface.

****MR. IGNERI MOVED ITEM 1 AND 2 TO THE END OF THE MEETING.**

****MOTION PASSED UNANIMOUSLY**

NEW BUSINESS

1. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, OCTOBER 2, 2018.

There was no discussion on this item.

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

****MR. CORSELLO AND MR. SIMMS ABSTAINED**

****MOTION PASSED UNANIMOUSLY WITH TWO (2) ABSTENTION**

2. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE AND RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE JOINT MEETING OF TUESDAY, OCTOBER 2, 2018.

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

****MR. CORSELLO AND MR. SIMMS ABSTAINED**

****MOTION PASSED UNANIMOUSLY WITH TWO (2) ABSTENTION**

3. APPROVE THE 2019 MONTHLY MEETING DATES.

The Committee began to discuss the meeting dates. The Committee decided to schedule the January meeting on January 7, 2019 at 6:30p.m. in the DPW Conference Room and the Committee approved the rest of the 2019 Monthly Meeting Dates.

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

****MOTION PASSED UNANIMOUSLY**

4. APPROVE THE FOURTH TAXING DISTRICT PROPERTY EXTENSIONS THROUGH SEPTEMBER 30, 2018 AS PER THE LIST DATED OCTOBER 24, 2018.

Ms. Burns explained the Fourth Taxing District property extensions. She said those people are connected to the sewer and are now entitled to garbage pickup after they are accepted into the Fourth Taxing District. She directed the Committee to the list in the backup.

Mr. Livingston asked if anyone that is connected gets added in.

Ms. Burns responded yes after they are approved.

****MR. HEMPSTEAD MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A 2ND AMENDMENT WITH THE NORWALK TRANSIT DISTRICT FOR DESIGN PLANS BY STANTEC, INC. FOR STATE PROJECT 102-350 NORWALK RIVER VALLEY TRAIL – PHASE 2 FOR AN AMOUNT NOT TO EXCEED \$9,800 (SCOPE OF SERVICES DATED NOVEMBER 14, 2018 ATTACHED).

Account No. 09 16 4021 5777 C0407

Mr. Yeosock began to explain the project. He said that they have a contract with the Norwalk Transit District to administer the contract with Stantec for designing the Norwalk River Valley Trail.

Mr. Livingston asked about the additional requirements from the State.

Mr. Yeosock responded yes when they originally entered into the contract, they were unsure about what the ROW mapping would require so they weren't able to execute.

Mr. Livingston asked if he anticipated any changes in the process.

Mr. Yeosock responded no this is a just a map of a trail that is on State property for the easements.

Ms. Burns said that this is a portion of the trail from Union Park to New Canaan Avenue.

Mr. Yeosock said that this mapping piece is a part of Riverside Avenue.

Ms. Burns added that the grant was capped for the design at \$237,000 and this is the overage of that. She said all of the design had been paid by that FTA Grant and the entire construction cost of about \$3 million is completely covered.

Mr. Livingston asked so this is the City's money not the grant.

Ms. Burns answered correct.

Mr. Livingston asked about the backup on item #4 stating it talks about resubmission of PD at 30%, and wanted to know if that was project design.

Ms. Burns responded it is the preliminary design.

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

****MOTION PASSED UNANIMOUSLY**

- 6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO EXTEND THE EXISTING AGREEMENT WITH SUSAN PROSI JOHNSON DATED DECEMBER 15, 2017 FOR THE PROVISION OF CONSULTANT SERVICES FOR WALK BRIDGE PROGRAM MANAGEMENT FOR A PERIOD OF ONE (1) YEAR THROUGH DECEMBER 14, 2019 WITH TWO ONE YEAR RENEWALS SUBJECT TO BUDGET AVAILABILITY AND WRITTEN AUTHORIZATION OF THE DIRECTOR OF PUBLIC WORKS.**

Account No. 01 40 30 5258

****MR. IGNERI MOVED ITEM 6, THE AUTHORIZATION OF THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO EXTEND THE EXISTING AGREEMENT WITH SUSAN PROSI JOHNSON DATED DECEMBER 15, 2017 TO THE END OF THE MEETING.**

****MOTION PASSED UNANIMOUSLY**

- 7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND FREEMAN COMPANIES, FOR PROFESSIONAL ENGINEERING SERVICES FOR THE INSPECTION AND EVALUATION OF CITY-OWNED BRIDGES 20 FEET OR LESS IN LENGTH, FOR A SUM NOT TO EXCEED \$251,200.00.**

Ms. Burns stated that the last bridge inspection was completed in 1991. She said there are about 26 bridges that have not been inspected since 1991 with lengths less than 20ft, some would be called culvert pipes. The bridges over 20ft are inspected by the State and they receive annual reports on those bridges. She said once they receive the reports, based on the recommendations they would either repair or may request funding from a local bridge program to do a bridge replacement. Ms. Burns said they received approval for the West Cedar Bridge replacement and they are going to begin the design for that project. She said that the bridges need to be inspected from a liability standpoint. They received a letter from the State in the packet asking what the City intends to do about this. She said they added into the scope looking at bridge scour on some of the bigger bridges. The engineers were asked to look at some of the bigger bridges to check the abutments to ensure they didn't have any tremendous amount of scour that could have caused some structural deficiencies due to all of the recent super storms. She said 10 companies submitted an RFQ and then they shortlisted to three (3) and conducted interviews with AI Engineers, Freeman Companies and RHS Consulting. The selection panel chose Freeman Companies to be the best responsive and the costs they negotiated was appropriate.

Mr. Igneri asked if this was just for the design and inspection.

Ms. Burns answered it is just for the inspection. She said that in the original last year's budget request, they took the 1991 bridge inspections looking at all of the costs that were associated maintaining those bridges back then and put that into today's dollars and put it in the capital budget request as a place holder to begin thinking about it. She said that ultimately it did not make it through the process so they took it out and ended up with a special capital appropriation or a potential closure of a bridge out of this inspection report. Ms. Burns said liability wise they have to get this done.

Mr. Hempstead asked when you got down to three (3), were the bids priced on those three.

Ms. Burns responded yes but then there were negotiations because they wanted to add bridge scour in. She said that one firm was the most qualified and a very big firm and the most expensive, twice the cost. The other one was a small firm, one man show so they went in the middle and chose Freeman Companies because they are very qualified and the price was right where they needed it to be to get it done.

Mr. Hempstead said that the list doesn't match the State list.

Ms. Burns said David Tasler, the staff person, has been calling wanting to know what they are doing. She said they let him know that they were doing this, what the scope was and also that they have other bridges. She said they are currently starting construction on the James Street Bridge, the contract was awarded and Mr. Tasler was

unaware of that. She said she also told him that they were approved for the West Cedar Bridge including its historic elements which is not usually a participating item.

Mr. Hempstead said for approval purposes if this is the list, you should correct whatever documentation so that it matches and we are not back here amending the authorization.

Mr. Sotnik said there are 26 that they are going to inspect as part of this. He said but that letter from the State was about 13 of them in fair or worse category. He said the other list you have is 17 in that category. He stated so there is 13 to 17 bridges that need to be inspected right away out of a total of 26.

Mr. Livingston said he is confused with the number. He asked is the number all of the bridges in the City other than the new ones.

Ms. Burns answered yes.

Mr. Livingston asked so what was the purpose of the State doing the inspections if it says you have to inspect, what does the State do versus what the City does.

Ms. Burns said they (State) used to do inspections, the last one was back in 1991. On the State level because of financial difficulties, they selected engineering companies in the various districts so that the State DOT engineers can do the bridge inspections for the towns on bridges less than 20ft then that project fizzled out. She said they called about the bridges and asked about the projects and if they had any preliminary data that they could share and they didn't then it was insinuated that the project didn't have any legs to move forward with the current budget and would be relying on the City's to do their own bridge inspections and then they sent that letter.

Mr. Livingston said based upon what you know without any inspection, do you have any reason to believe that any of these bridges that are labeled fair or worse are in critical condition.

Ms. Burns responded she didn't know.

Mr. Livingston asked when will the company inspections be completed.

Ms. Burns said that they have a pretty aggressive schedule. She said they are trying to match the capital budget if they could.

Mr. Sotnik said that the company stated if they had a contract now they could complete within a month. He said that they probably won't receive the contract until January or February so the results wouldn't be in until maybe March. They would go out right now if they had a contract. He said it is a matter of getting a contract from the Law office. Mr. Sotnik said when they did the screens that generated the list from the State, it was a very high level of screening, they didn't get into the nitty gritty and these inspections would inspect everything.

Mr. Igneri said if we approve this tonight and it goes to the council on Tuesday and gets approved, how long do you think it would take.

Mr. Sotnik responded once they have the contract, the company is saying they could probably have the results within a couple of months.

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

****MOTION PASSED UNANIMOUSLY**

Mr. Igneri made a motion to move Items 8, 9 and 10. He said that Item 8 is to acknowledge the receipt of application for abandonment/discontinuance of a portion of Stevens Street and Item 9 is to schedule a public hearing regarding the discontinuance. He said that he is scheduling the public hearing for January 7, 2019 at 6:30p.m. at the Public Works Committee Meeting in Room 225, 2nd Floor. He said that Item 10 is referring to the abandonment and discontinuance of a portion of said property to the Planning Commission for consideration.

8. **ACKNOWLEDGE THE RECEIPT OF THE APPLICATION FOR THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF STEVENS STREET BEGINNING AT THE EASTERLY BOUNDARY OF THE CITY PROPERTY LOCATED AT 340 WEST AVENUE (TAX LOT 1-8-15-0) AND HEADING WEST TO THE WESTERLY BOUNDARY OF THE CITY PROPERTY LOCATED AT 350 WEST AVENUE (TAX LOT 1-8-39-0) AS DEPICTED ON A MAP PREPARED BY RYAN AND FAULDS LAND SURVEYORS, A REDNISS & MEAD COMPANY ENTITLED "PROPERTY SURVEY ABANDONMENT MAP OF A PORTION OF STEVENS STREET, NORWALK, CONNECTICUT," DATED OCTOBER 4, 2018, AT A SCALE OF 1" = 20' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS INDICATING SAID PORTION OF STEVENS STREET TO BE ABANDONED AND INCORPORATED INTO THE EXISTING CITY PROPERTIES LOCATED AT 340 WEST AVENUE AND 350 WEST AVENUE.**
9. **SCHEDULE A PUBLIC HEARING OF NECESSITY FOR THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF STEVENS STREET BEGINNING AT THE EASTERLY BOUNDARY OF THE CITY PROPERTY LOCATED AT 340 WEST AVENUE (TAX LOT 1-8-15-0) AND HEADING WEST TO THE WESTERLY BOUNDARY OF THE CITY PROPERTY LOCATED AT 350 WEST AVENUE (TAX LOT 1-8-39-0) AS DEPICTED ON A MAP PREPARED BY RYAN AND FAULDS LAND SURVEYORS, A REDNISS & MEAD COMPANY ENTITLED "PROPERTY SURVEY ABANDONMENT MAP OF A PORTION OF STEVENS STREET, NORWALK, CONNECTICUT," DATED OCTOBER 4, 2018, AT A SCALE OF 1" = 20' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS INDICATING SAID PORTION OF STEVENS STREET TO BE ABANDONED AND INCORPORATED INTO THE EXISTING CITY PROPERTIES LOCATED AT 340 WEST AVENUE AND 350 WEST AVENUE. 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 THE JANUARY 2019 PUBLIC WORKS COMMITTEE MEETING (DATE TO BE DETERMINED AND ADVERTISED) AT 7:00 P.M. IN ROOM 225, 2ND FLOOR IN NORWALK CITY HALL, 125 EAST AVENUE, NORWALK, CT.

- 10. REFER THE ABANDONMENT/DISCONTINUANCE OF A PORTION OF STEVENS STREET BEGINNING AT THE EASTERLY BOUNDARY OF THE CITY PROPERTY LOCATED AT 340 WEST AVENUE (TAX LOT 1-8-15-0) AND HEADING WEST TO THE WESTERLY BOUNDARY OF THE CITY PROPERTY LOCATED AT 350 WEST AVENUE (TAX LOT 1-8-39-0) AS DEPICTED ON A MAP PREPARED BY RYAN AND FAULDS LAND SURVEYORS, A REDNISS & MEAD COMPANY ENTITLED "PROPERTY SURVEY ABANDONMENT MAP OF A PORTION OF STEVENS STREET, NORWALK, CONNECTICUT," DATED OCTOBER 4, 2018, AT A SCALE OF 1" = 20' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS INDICATING SAID PORTION OF STEVENS STREET TO BE ABANDONED AND INCORPORATED INTO THE EXISTING CITY PROPERTIES LOCATED AT 340 WEST AVENUE AND 350 WEST AVENUE TO THE PLANNING COMMISSION FOR A CGS 8-24 REVIEW.**

Mr. Sotnik gave a brief overview of the items. He used the smart board to demonstrate where the parcels are located. He said that two parcels are in the process of being worked on. He said as the attorneys gone through and taken a look at it, they found that the properties had previously been procedurally abandoned when this property was on Stevens Street ROW and was cut off by the Route 7 Connector back in the early 90's, they became two City parcels, 340 West Avenue and 350 West Avenue and those have been City parcels for years. He said now that they have gone back and looked at it, it was found that the abandonment was never reflected in the chain of title so the law office recommended that they go through a formal abandonment again to ensure it is done properly from beginning to end. He said that the Planning Commission will put it on the agenda next week.

Mr. Hempstead asked if they are abandoning the property to themselves.

Mr. Sotnik responded yes.

Mr. Hempstead said so there is no assessment or anything.

Mr. Sotnik said and there is no fees or charges. He said based on the recommendations from the law office they are going to go through this process.

Mr. Corsello said it seems to be a lot of effort to clean up a title.

Mr. Sotnik responded yes it is a procedural effort to clean up the title.

****MR. IGNERI MOVED ITEMS 8, 9, AND 10**

****MOTION PASSED UNANIMOUSLY**

- 11. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE VANASSE HANGEN BRUSTLIN, INC. (VHB) CONTRACT TO PROVIDE PLANT AND FIELD TESTING, CORING, ASSET MANAGEMENT RESURVEY, AND ADMINISTRATIVE REPORTING FOR PROJECT PM2018-1 PAVEMENT MANAGEMENT PROGRAM, FOR A SUM NOT TO EXCEED \$60,000.00.**

Account No. 09 18 4021 5777 C0021

Mr. Livingston wanted to know what this is for.

Mr. Berndlmaier answered to finish out annual work with VHB. He said they complete the testing for the hatching in the fields and testing at the plant. He said they want to get a 25% survey this year before they...

Mr. Livingston interjected so are you testing the asphalt.

Mr. Berndlmaier responded they test the asphalt on an annual basis. He said they receive a survey that gives them their pavement condition index for each street so this would be 25% of the City which they do annually so that every street gets surveyed in a four (4) year cycle. He said they just learned that they need additional funds to close out the project.

Mr. Hempstead said there is a paving list created every year based on that report.

Mr. Berndlmaier said to identify the conditions of each road.

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

****MOTION PASSED UNANIMOUSLY**

- 12. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND AECOM, FOR ON-CALL ENGINEERING AND INFRASTRUCTURE INSPECTIONS ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED \$20,000.00.**

Account No. 100002365

Account No. 09 14 4021 5777 C0315

Account No. 09 16 4021 5777 C0232

Ms. Burn said they had on-call construction inspection being performed by CDM Smith for the Raymond and Day project and for the Mall construction and those are paid for by escrow accounts. She said that the Raymond and Day Project reimbursed their costs for that extra inspection and GGP put money into an escrow account to cover the inspection for all the infrastructure on West Avenue. She said that the consultant that was hired was CDM Smith and they were doing that based on both projects happening at the same time. She said now Raymond and Day are complete, they cannot afford to keep the consultant on and not have a full time job for the inspector to do so they have an opportunity to use their James Street Bridge inspector whose worked for AECOM and has capacity to fill in now for the inspections on the Mall and they are hoping to work with the Mall to keep

them working on West Avenue through the winter even with the asphalt plants closed to get some of those crosswalks and the roadwork done and the signals. She continued if they have any absences or vacancies in their own staff, there is a junior engineer position open since July and had four (4) arms of interviews and three (3) offers made, and hopefully we will get someone to fill that in. She said they have been short staffed for inspections since July. She said they identified the paving account and traffic signal account and the Mall's escrow account as possible funding sources for an on-call basis. She said that if they do not hire someone, they have to use their own staff on overtime and that is not reimbursable.

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

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO EXTEND THE EXISTING AGREEMENT WITH SUSAN PROSI JOHNSON DATED DECEMBER 15, 2017 FOR THE PROVISION OF CONSULTANT SERVICES FOR WALK BRIDGE PROGRAM MANAGEMENT FOR A PERIOD OF ONE (1) YEAR THROUGH DECEMBER 14, 2019 WITH TWO ONE YEAR RENEWALS SUBJECT TO BUDGET AVAILABILITY AND WRITTEN AUTHORIZATION OF THE DIRECTOR OF PUBLIC WORKS.

Account No. 01 40 30 5258

Ms. Prosi passed out an annual report to the Committee.

Mr. Corsello asked Mr. Chairman the opportunity to review the report before voting as the report is very extensive.

Mr. Livingston asked how much money is the contract.

Ms. Burns replied \$100,000.00.

Mr. Livingston asked for each year.

Ms. Burns responded yes.

Mr. Igneri said as Chairman he has had the opportunity to work with Ms. Prosi on a number of issues and she is very helpful. He said that she gets things done for him. He said he thinks it is worth the effort to pass this tonight. Mr. Igneri said if they do not pass this tonight the contract will be expiring and he asked Ms. Prosi when the expiration date of the contract.

Ms. Prosi answered on the 14th of this month, the meeting was cancelled last month.

Mr. Simms asked why is this just being produced to them now, shouldn't it have been sent to this Committee a few months ago.

Mr. Igneri said with the absence of Mr. Chimento and them trying to fill slots, it may have slipped.

Ms. Burns said the Walk Bridge Program Manager Services, although they live in Public Works budget, this function reports to the Mayor's Office. She said the supervised support is not just Public Works but to all agencies, boards, commissions and departments across the City.

Mr. Livingston asked Ms. Prosi to go over the highlights in her report.

Mr. Corsello said he was under the impression that there would be periodic reports to this Committee and now I'm hearing Ms. Prosi reports to the Mayor's Office.

Ms. Prosi said that she has status reports.

Mr. Corsello asked if she submits those to the Mayor's Office.

Ms. Prosi answered weekly.

Mr. Corsello said he would like to receive the Mayor's Office input on this.

Mr. Livingston said he also thought the Committee would receive reports. He asked if Ms. Prosi prepares the reports or you have a meeting and this is what you do.

Ms. Prosi responded she has meetings and she prepares a few reports but it is not a monthly report.

Mr. Livingston said he is not asking for monthly reports just periodic.

Ms. Prosi said that she agreed to do that but it didn't seem to fit in the agendas when they were going forward. She said she is amenable to provide whatever it is they would like to receive on whatever basis in whatever format.

Mr. Igneri said he remembers the discussion and they agreed to receive quarterly reports. He said in the beginning you were here and gave an update. He said moving forward a verbal update every quarter would be helpful to this Committee.

Mr. Hempstead asked where is the backup. He said there is no agreement.

Ms. Burns said that this was provided to her by the Law Office and it just said to amend the agreement for a period of another year, is all it said. She said that she changed it so they have the flexibility that they normally have for multi-year agreement subject to funding availability.

Mr. Hempstead said but you need authorization to extend the contract for one (1) year.

Ms. Burns said it is actually fuzzy language. She said that she and Mr. Igneri reviewed it earlier. She added if you read it to the letter of the law, it looks like you didn't have to

bring it to the Committee and they decided to vote and extend to bring it to the Committee. She said it looks like it could be extended just by written authorization among parties so they decided to take the safe route.

Mr. Hempstead said but there is no backup in here at all. He said it would be nice to have the backup materials.

Ms. Burns said if we move it to Council, could we provide the agreement and then you will have the opportunity to review it.

Mr. Igneri proposed that they move it to Council with the understanding that they will have a copy of the agreement by Thursday.

Ms. Burns said they will have it by tomorrow.

Mr. Igneri continued that everyone on this Committee will receive a copy by Thursday.

Mr. Simms said as the Chair, Mr. Igneri could use his executive powers to move the item to the full Council with discussion. He said from what he is hearing he is not in a position to move it forward at this time, especially with the comments Mr. Hempstead just brought up not having backup and puts him in a position that he wouldn't support it or move forward at this time. He continued if she could provide some additional information and provide backup by the next Council meeting then he will weigh on it then.

Mr. Igneri said he has worked with Ms. Prosi and he is aware of the products she produces but he cannot automatically put anything on the Council, they need a Council President's approval.

Mr. Livingston said he is okay with it but would like to receive the report tonight before it goes to Council.

Mr. Igneri said Ms. Prosi could read her highlighted sections.

Mr. Corsello said also there were other periodic reports that were given to the Mayor's Office over the course of the year.

Ms. Prosi said those were verbal reports for the most part and a couple of written reports.

Mr. Corsello wants copies of those.

Ms. Prosi said they received copies of the Corporation Council report which was the assessment of the public involvement, permitting and the environmental assessment associated with transmission lines.

Mr. Corsello asked if that was the only report.

Ms. Prosi answered that was the major report and the others are just short status reports.

Mr. Corsello said he was under the impression that there were other written materials that the Committee hadn't seen.

Ms. Prosi said no, other written materials in terms of correspondence with other agencies with the State and exterior agencies and internally they are primarily emails.

Ms. Burns said that as one (1) of the participating departments which she supports, she has been able to take lots of information. She said the State has program managers and engineers and this is a huge project and Ms. Prosi is able to simulate that information and store it so it is accessible to them. She said that Ms. Prosi is managing all of that for every department.

Mr. Corsello said that is helpful for them to hear and obviously it makes sense for continuity purpose for Ms. Prosi to continue and what you (Ms. Burns) have indicated is very helpful.

Mr. Livingston said that he was under the impression that they would have received those reports and going forward it is imperative that they receive reports.

Ms. Burns said that there is no hourly rate and Ms. Prosi works double the amount of hours that is in her contract.

Mr. Livingston asked if she could be put on the agenda on a regular basis.

Ms. Prosi said she would do whatever format that works for them. She began to give them an overview of what she has been doing. She said when she began the relationship between the City and CTDOT was not very good and that was one of her directives to make the relationship better. She said that it didn't hurt that she already had a relationship with many of the staff at CTDOT and feels that the working relationship is much better now. Ms. Prosi said that there was a backlog of requests the City made to CTDOT that was not fulfilled and she was persistent in the first five (5) months to try and catch up on the backlog. She said the City was looking for what the comments were and integrate those into the design and fortunately they have a better relationship. She said the communication and responsiveness is much better with the State. She said just like CTDOT have a Walk Bridge team so does the City. She said it is a unified effort on priorities. She said the Walk Bridge team for the City includes the Mayor, Laiose King, Lisa Burns, Vanessa Valadares, Tom Little in permitting, Customer Service because they had to work out a complaint procedure because comments and inquiries from citizens were not being resolved to their satisfaction or in a timely way so now a system for that has been worked out. She said permitting was messed up initially and through the permitting unit, Mr. Little and others and the State District 3 has also worked to organize the permitting so nothing is held up which happened initially. Ms. Prosi said that some of the contractors hadn't worked with the State before so as new contractors come in they are educated on the permit process and that is a partnership with the State because they organized it.

Mr. Corsello asked if these were City contractors.

Ms. Prosi answered State contractors. She said they need to get permits to work in the City's ROW. She said it was an educational process and now it is working very well.

Ms. Burns added that the contractor that they have currently working on the construction project for Danbury Dockyard and CP243 is very good and they have worked collaboratively with them so now they understand the process.

Mr. Corsello said that it seems fair for the State to subsidize the City for educating State contractors to get permits they need to do the work.

Ms. Burns said they have discussed this many times.

Ms. Prosi said they asked for and CTDOT has agreed to retain the Seaport temporary vessel dock as a City dock going forward and it is on North Water Street to accomplish the IMAX demolition and reconstruction of the Walk Bridge, the Aquarium's vessel dock and the Seaport vessel dock has to move 86ft. south and those are temporary docks that are being built. She said working with the Aquarium and the Seaport Association and their captains, coast guard, marine police and the designers to make sure those accommodations will work. She continued 60% of the design has been modified a little and the stakeholders are happy with it as well as the City receiving an additional dock.

Mr. Livingston inquired about additional docks and asked Ms. Prosi where are the temporary docks.

Ms. Prosi answered north of Strofollino to the IMAX on the West bay.

Mr. Livingston asked where are the docks.

Ms. Prosi said there are two (2) docks there right now.

Mr. Livingston asked and we are rebuilding those.

Ms. Prosi said in order to fill the bridge and deal with demolition they are moving south, 86ft. but they will be operational during the construction.

Ms. Burns said right where the Strofollino Bridge is.

Mr. Igneri added moving closer to the bridge.

Mr. Livingston said he does not see the benefit.

Ms. Prosi answered the benefit to have an additional dock is to provide a City dock where there could be more maritime type activities. She said she has had conversations with the following departments regarding this, Recreation & Parks, Planning and other stakeholders. She said she worked with Redevelopment and their contractor, Stantec, on the design of the wharf and also that portion of the Norwalk River Valley Trail called the harbor live trail on the west bay between Strofollino and North Water Street where it ties into the other Norwalk River Valley Train and Oyster Shell Park. She said it is her

understanding and she heard CTDOT say it three (3) times at public meetings within the last two (2) weeks that they will be working with the City on the design of the wharf and Harbor River Trail which is a major accomplishment and benefit to the City to have them do it at their costs and taking care of permitting, doing the bidding and construction in cooperation with the City. She said the advisory committee that she coordinates composed of a variety of stakeholders, they have been instrumental in reviewing and modifying the design for the Walk Bridge and would continue to be involved in the design aspects going forward, aesthetically. She said having the harbor loop gas fill is a benefit to the City. She said the IMAX, 34.5 million or more of upgraded facilities is a benefit to the City. Ms. Prosi said she was pretty involved up to May or June and then there's been a change in going forward. She said at this point Ms. Burns, Mr. Lo and the contractor will be involved in the detail design.

Mr. Corsello asked aesthetic design.

Ms. Prosi replied no, functional design.

Mr. Corsello said that the aesthetic design has had a lot of criticism.

Ms. Prosi said yes.

Mr. Corsello asked if it is a work in progress and if anything had been decided with finality.

Ms. Prosi said they are proceeding with that, with the design they seen. She directed the Committee to a two (2) month progress report completed by the State. She said she wanted the Committee to have it so they would have some visual images to show them the design. She said there are some elements that are still under discussion like exactly how the mechanical room at the top fits in. She said the mechanical room is very top heavy and the design needs to be such to protect it from tropical storms. She said the design has great advantages and this is a major improvement. She said the dynamics of the group changed dramatically when the consultants came in and did on the fly design with the design advisory committee which was very effective and at the same time they were moving things around they also gave the structural reasons and the cost reasons for why some things could be done and why others could not. She said there are still design issues that need to be resolved.

Mr. Hempstead asked is there a better design functionally that cost more money.

Ms. Burns said it has always been the vertical lift.

Ms. Prosi said the environmental assessment went through quite a few options and decided this had the most advantages to achieve the objectives which were functionality, durability and lifespan. She said they are proposing this would have a 100 year lifespan structure.

Ms. Burns said the type study was done in the EA process and that is where this vertical lift structure was selected.

Mr. Hempstead asked whether there were equivalent structural proposals that were aesthetically better working than this.

Ms. Prosi said she cannot answer that question because they have always dealt with the lift structure itself. She said it has always been the 240 lift structure that complies with the coast guard requirement of a 60ft. vertical clearance which is the same as the Yankee Doodle Bridge and said their attitude is that they look 100 years into the future.

Mr. Hempstead compared the bridge to the New Haven Bridge stating that bridge is beautiful.

Ms. Prosi explained how the designer of that bridge was able to do those things and she said that lighting is a discussion item.

Mr. Hempstead asked if that was on the table for discussion, color and lighting.

Ms. Prosi replied it is a commitment.

Ms. Burns said lighting yes, color no.

Ms. Prosi asked do you mean color for the structure.

Mr. Hempstead said it is all steel correct.

Ms. Burns said it is galvanized.

Ms. Prosi said there is a process they have to use that limits the color but increases the durability. She said the color is grey, they will not do anything that would create an environmental hazard like rusting or paint peeling and routine maintenance is very difficult and expensive. She said that is part of the estimated lifespan costs so the process they will be using has limited range of grey steel colors to work with. She said even the Third Taxing District, Deb Goldstein questioned the Third Taxing District about lighting and they said they wanted lighting on the structure.

Mr. Livingston asked who is on the Committee.

Ms. Prosi answered Bruce Beinfeld, Eric Rains, Tod Bryant, Kim Morque, Clay Fowler, Aquarium, Deb Goldstein representing the Third Taxing District, City Planning and Staff, Bill Collins and Steve Rust.

Ms. Burns said that it depends on people's availability as to who will show up at the meeting.

Mr. Ignneri asked Ms. Prosi how many days a week are you here.

Ms. Prosi replied generally five (5) days.

Mr. Livingston asked what Ms. Prosi sees as the biggest potential risk or problem.

Ms. Prosi replied she directed the Committee to her Watch List, the issues and opportunities watch list on page 3. She said keeping South Norwalk, East Norwalk and Norwalk businesses open is on the top of the list. She said although they had about five or six meetings including the DECD and businesses and CTDOT has a business coordination plan and the attention to that has not been enough. CTDOT has agreed to provide wayfinding assistance that would help.

Mr. Corsello asked about wayfinding.

Ms. Prosi replied signs like how you get to places or attractions. She said business retention, keeping the City open for business is essential. She said it sounds like they have committed to do the wharf and the harbor route trails to fill in the gaps. She said it has to be a focal point for the City and integrating South Norwalk to the Harbor easements which is also with that environmental permit they are looking for. She said they want the public to have access to the waterfront. That is why the City dock is very important because it won't be just hop on the ferry and there is the octagon fishing pier there and a fishing pier up by the Aquarium area and surprisingly Mr. Hughes said fishing is one of the highest demands he gets in the City. She said they agreed to allow the City to have another dock, reinstall the fishing pier at the wharf at the Aquarium. The Seaport and Spinnaker pushed for wayfinding signage and the whole business community as well. She said traffic and parking impacts are very important. Ms. Prosi said they are waiting for the correct traffic impact reports. She said the original report was based on concept that the Fort Point Street Bridge would have to be closed and that resulted in 15 amazing terrible detour routes for the City. She said now the State has identified a realignment of Fort Point Street, the existing Fort Point Street Structure Bridge will not have to be closed so all of those detours will not have to happen. She said they are going to build a new one and keep the other one open and move traffic over to the new one once it is built. Ms. Prosi said the City will benefit from traffic signals.

Mr. Ignneri asked realistically when will the bridge be finished.

Ms. Prosi responded she is not really sure and that is part of the problem because they can't have continued disturbance from the City. She said they have to minimize the negative impacts and that is part of what the City's team is trying to accomplish.

Mr. Livingston said he moves it subject to seeing the agreement.

Mr. Ignneri asked to receive a copy of the agreement to all the Committee members tomorrow.

Mr. Livingston suggested that all members of the Council receive this report and/or have a meeting with the whole Council.

Ms. Prosi said they tried to set up a couple of meetings. She asked when she sends information to the Chairman, would he like her to also send to the rest of the Committee or would he like to determine what is relevant to send to the Committee.

Mr. Igneri answered send to the whole Committee. He said that Ms. Prosi has helped to improve the communications between a numbers of the commissions so everyone knows what is going on.

Mr. Hempstead said sometime in the future during a slow month, Ms. Prosi could give a presentation on the status and the proposed routes.

Ms. Prosi said they are waiting for that information so they can do a proper assessment and they do not have the backup material, they only have a map and that is not sufficient.

Ms. Burns said that the Committee approved hiring VHB to assist the City with review of the traffic management plan over the summer. She said they have a consultant on board to help augment with that review.

Ms. Prosi said they do not want to spend resources until they have the information here and vetted internally and decided how best to use it but right now they are working with updated information.

Mr. Corsello said it sounds to him that Ms. Prosi has been doing the work with this issue which he thinks is the biggest issue facing the City, they just didn't know she was doing it.

Ms. Prosi said she is going to work with staff and the chairman to fix that problem.

****MR. IGNERI MOVED THE ITEM TO COUNCIL SUBJECT TO
REVIEWING THE CONTRACT
MOTION PASSED UNANIMOUSLY

**APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE
MEETING OF TUESDAY, OCTOBER 2, 2018 AND APPROVE THE MINUTES
OF THE PUBLIC WORKS COMMITTEE AND RECREATION, PARKS AND
CULTURAL AFFAIRS COMMITTEE JOINT MEETING OF TUESDAY,
OCTOBER 2, 2018.**

There was no discussion on this item.

****MR. LIVINGSTON MOVED THE ITEM
**MR. SIMMS ABSTAINED
MOTION PASSED UNANIMOUSLY WITH ONE (1) ABSTENTION

Information / Discussion

A. Discussion

1. The Maritime Aquarium Functional Replacement

Ms. Burns reported on this. She said that the City is taking on a more active role alongside the Maritime Aquarium with the functional replacement. She said in May 2018 the City entered into an agreement for the functional replacement of the Maritime Aquarium and the agreement is between the City of Norwalk and the

State of Connecticut. She said that the City owns the property and the building of the Maritime Aquarium and the Aquarium is the tenant. Ms. Burns continued to say that after that agreement was executed the City was the fiduciary for the project under the administrative settlement agreement. She said they thought it would be a good idea to formalize the relationship between the City and the Aquarium. She said the way the agreement was originally structured, the only agreement that linked the City to the Aquarium was the actual lease. She said the language was strengthened to make sure if there was any issues they would be responsible for taking responsibilities for those issues and that was entered and approved by Council in August of 2018 and it is called the Financial Agreement and that is between the City and the Maritime Aquarium. She said in that agreement the City was named to have more responsibilities and both the Mayor's Office and the State asked that the City take on a more active role on the project. The City was not a part of the initial design, the Aquarium started this in 2016 on their own using their own forces brought on an owner's representative for the Aquarium and subsequently hired a construction manager but the way it was worded, the owner's representative reports to the City. She said they are working through bringing on an owner's representative now to report to the City and has the needs of the Aquarium incorporated into it to work along with the construction manager they selected and their architects to bring this project to fruition. She said there are some high level conversations going on right now on how to move the project forward although the Walk Bridge Project on one hand is behind schedule and on the other hand it gives the Aquarium a little more time to properly plan and execute the project within the budget that they were given which is 34.5 million dollars so we could work toward that budget a little more tightly. She said they got a new President/CEO that started in the past month and she is getting up to speed on the project as well.

Mr. Hempstead asked for a tentative start date and fruition date.

Ms. Burns said the target date was for the IMAX to be out of there by June 2019 and now they do not have to be because the environmental permits from the State are not tracked to the timeline from when they entered into that agreement so they have more time to keep the current IMAX Theater open. She said the end date is flexible and they did go out with a bid and due to the bidding climate and the number of bids they received, it necessitates revisiting and rebidding the project. She said that a number of bidders pulled out after submitting the bid and there were over 20 trade packages that were bid and when you withdraw out of a bid, the bidder has to show good reason why.

Mr. Hempstead asked what is the tentative start date.

Ms. Burns replied to go back out to bid would be sometime this Spring.

Mr. Hempstead asked so the construction is anticipated when.

Ms. Burns replied in the Spring. She explained how they are fast tracking the project. She said in order to look at not having to go out with a full QRFP to hire

an owner's representative, they decided to piggy back off of the effort Mr. Lo has done to bring on Construction Solutions Group, who is the schools program manager. She said they are not using the same people that Mr. Lo has dedicated to that project but his firm is who they got a scope from using that procurement that was already done.

Mr. Livingston asked if the State was paying for that.

Ms. Burns said yes, 100%. She said this is all in the Administrative Settlement Agreement.

Mr. Hempstead said the construction starts in the Spring, when is the construction and occupation anticipated.

Ms. Burns replied that they need to complete another constructability review to see if they could bring the schedule down.

Mr. Hempstead asked 12 months, 18 months.

Ms. Burns said she doesn't know right now they have to get through the documents first.

Mr. Livingston said it is more than just the IMAX, it's the whole project.

Ms. Burns said that there are four (4) components. She said they are Meerkats, Go Fish, Entrance and the Seals.

Mr. Igneri asked if she was saying that the City is taking a more active role and who's going to be active.

Ms. Burns responded right now it is taking a lot of time but hopefully once the owner's representative comes on board, they would be able to rely on that person.

Mr. Igneri asked if they can handle, with the existing staff, this more active role.

Ms. Burns answered they have to do a lot of restructuring. She said that Mr. Berndlmaier is the Acting Principal Engineer because she can't sign and seal every document. She said they had a staff meeting and they shifted everyone's role until they get a director and a junior engineer.

Mr. Igneri asked if they get a junior engineer and director, does she think it would help.

Ms. Burns replied the biggest would be formally bringing on Construction Solutions Group who is looking to fast track the project so they are bringing on 1 ½ persons to the project so they could get everything as quickly as possible and the target is trying to get through that by the end of January.

Mr. Igneri asked if they are entering the budget season.

Ms. Burns responded yes.

Mr. Igneri said if she is busy doing this and taking a more active role at the Maritime, he asked will they fall behind in the budgeting or miss things on budgeting then we need to step back and look at this more carefully.

Ms. Burns responded yes.

Mr. Igneri said he is asking the questions because he wants everyone to realize the scope of work that is coming through DPW and it is short staff.

Ms. Burns said that she appreciates that the Chairman recognizes that.

Mr. Hempstead asked if they are bringing in an outside person and can that be charged against the project.

Ms. Burns said yes.

Mr. Igneri asked what more can the Committee do for them.

Ms. Burns said she just wanted to give them an update and a general awareness that they are participating in the project and it is not a standalone project.

Mr. Igneri asked if they will get reimbursed for some of the project.

Ms. Burns responded they will get reimbursed for all of it except staff time.

Mr. Igneri asked if they have been active in hiring a junior engineer.

Ms. Burns said they have been but they haven't been able to get any qualified candidates and it is very competitive.

Mr. Sotnik said they have done four (4) rounds of interviews.

Ms. Burns said and multiple offers but to no avail.

Mr. Igneri asked if they could hire temporary staff and get reimbursed for it.

Ms. Burns said it wouldn't be a reimbursement.

Mr. Igneri gave a synopsis of what was discussed and needed. He said Public Works have a lot going on, Walk Bridge, Maritime, flooding all over the City with engineers running around trying to find solutions, West Avenue sewer issues that need to be resolved sooner than later so it is real busy. He said they have to thank all of the staff for the great job they are doing.

Ms. Burns said that she would let all of the staff know.

2. Drainage Issues Status

Mr. Berndlmaier gave an overview by showing the map on the smart board. He said that the map shows all of the customer service calls. He said that there are issues that are out there that have no service requests made. He gave them an idea where they may want to propose drainage work. He said they are trying to become more active in planning. He explained the colors on the map to the Committee. He said they have reports that were completed on previous areas and it can help them determine pipe size and such. He said this is more for future planning on how to deal with the issues.

Mr. Hempstead asked a question about the map and how it works.

Mr. Berndlmaier said if there was a problem in 2018, 2017, 2016, it would only show in 2018.

Mr. Hempstead wanted to know if it is there one year and not the next, was the issue fixed.

Mr. Berndlmaier said that the only thing the map indicates to him is that there was a service request complaint of flooding at that location in that year, it doesn't say more than that. He said they try to focus on the issues where they know the City storm systems might be tied into something else that is affecting someone. He said that is where they want to concentrate because there are so many requests they are trying to prioritize. He said egress is another issue especially on West Avenue when they had the major storm that affected the highway as well and having it in such close proximity to the hospital, it pretty much connects South Norwalk to upper Norwalk. He said they don't want to be in a situation where people can't get the aid that they need because West Avenue is under water. Mr. Berndlmaier said they are working with the State on that issue. He said that is the hottest topic right now because it is so severe.

Ms. Burns added that it is a very large water shed that comes into that whole system. She said it is 300+ acres North of Lowes, there was flooding on Connecticut Avenue in September, that is all the same system and that does need to be addressed. She said there probably was never a service request for West Avenue because no one lives there but they know that it impacts backup into that watershed.

Mr. Berndlmaier said a lot of other problems may not be the City's problem but unfortunately when people get impacted by tremendous amount of water that we been experiencing there is a tendency for people to come to us to seek help. He said if there is run off from one private property onto another private property that is just the way of the land and due to so much rain, the higher water table is another factor. He continued explained what happens to properties. He said the biggest thing is to start to look toward the future because if they start at the outlets and work their way back and make sure there is adequate flow coming out the outfalls then they could slowly upgrade the systems to take on these higher intensity storms that

they are experiencing. He said they may not ever be able to design for some of the highest intensity storms that they are experiencing and that is part of the difficulty when dealing with the public. He said they could propose a project that would reduce the amount of flooding that they have but in some circumstances, he is not sure they would be able to eliminate all together like the storm they just had flooded I95 and the highway was closed. He said in a lot of cases there is no end all solution but the program that they have built in right now is when they get a service request it gets first assessed by the DPW highway department and they make sure that they maintain all of the existing structures, pipe inlets and outlets. He said whether or not a pipe meets the capacity for a 25 year storm or a 50 year storm, more often than not when someone experiences real severe flooding, a lot of the time it is due to something that they could potentially correct whether it is debris blocking an outfall, inlet or if there is a problem with a pipe and there is roots coming into the pipe that need to be cut. He said they could still help people a lot through this process unfortunately they rely on the feedback they get from the public to inform them when those things are occurring and they are making a lot of headway doing preemptive investigations. He said they have videoed a lot of their drainage systems and they are actively working more and more on what systems exist out there because there was a time they didn't know where all the catch basins were located. He continued that highway goes out first then they will identify what they can accomplish with their resources.

Mr. Igneri asked if there was enough money to do this work in the budget.

Mr. Berndlmaier responded what they have currently in their budget, some funds in engineering and would like to investigate with the State what is going on with West Avenue and if they identify that dredging within certain areas is the only way to solve some of the flooding that some of their residents experience, they will need those consultants to act on their behalf when it comes to environmental services in order to go out to do any kind of dredging.

Mr. Igneri asked if it would be years before anyone could see the results.

Mr. Berndlmaier said they are actively resolving some of the maintenance issues but they also identified a bunch of locations and they are putting a contract out now that involves heavier cleaning. He said their equipment can only do so much. He discussed how they could find the problem and fix them.

Mr. Livingston asked if this is how that million dollars is going to be spent.

Mr. Berndlmaier said that is where their source of funding would be for this contract. He said they haven't identified a scope of work yet so they don't have a cost estimate. He said they haven't spent the money yet because they need to identify and prioritize the scope which is an ongoing discovery issue that they have been actively working towards and they have a list of locations to add to the contract. He said they are putting a major cleaning contract out to bid to cut roots in larger size pipes and clean larger sized pipes and culverts and pipe lining to prevent further root intrusion or joint failure. Mr. Berndlmaier said they are

constantly conducting surveys and minor designs. He said they have always done those things and with their limited resources they have on an annual basis, he has found it to be more cost effective to assess roads that were about to be paved to identify any drainage problems within that area and address it as part of or just before they road is paved in terms of road restoration. He continued to say they may need help from the consultants if it comes to intermediate or significant permits for dredging anyplace that dredging is considered the main problem. He said Conservation told them to exhaust all other alternatives before they can be hopeful of dredging some areas. He said they are actively investigating to see what they can do from a maintenance and small major cleaning contract before they could hope to go to the Conservation Commission and get approval for a higher level permit to start dredging. He said and finally on a macro levels, he asked if they need more drainage studies in the future and should they begin allocating more capital funds to update infrastructure.

3. Chief of Public Works & Operations Status

Mr. Igneri stated that this is an ongoing effort. He said they have requested resumes and received some from other continents and not just from a national scale. He said there are lots of requirements and they have eliminated a lot of resumes. Mr. Igneri said they spoke with some people from the corporate world that has experience in these areas but can't meet the salary demands. He said they are speaking with some prospects and they will keep them in the loop.

4. LOTCIP Grant Applications

Ms. Burns said that the Westcog Region put out solicitation for projects for LOCIP Grant funding. She said the Mayor's Office asked them to look at some projects they may want to submit an application for 100% grant funding and they coordinated with the engineering department and transportation group along with the Mayor's Office and came up with five (5) projects they are submitting for consideration. She said Norwalk submitted five (5) applications: Main/Connecticut Avenue Mobility Improvement; Rte. 1/Rte. 136 Sidewalks on Woodward/Neptune/Burritt Avenue; Walkbridge Project/East Avenue Bridge Construction New Traffic Signal; Exit 16 East Avenue Bridge Traffic Signal; Complete Streets Project West Rocks Road Sidewalks.

Mr. Livingston asked what is the category or criteria for these grants.

Ms. Burns responded road improvements.

Mr. Livingston asked if they could put any road project they want as part of the grant.

Mr. Berndlmaier responded there is a criteria for applying. He said that Ms. Prosi assisted a lot with defining the criteria but they need to have materials as part of the road classifications.

Ms. Burns said that the project has to meet a minimum amount of dollars and a maximum amount of dollars.

Mr. Berndlmaier said they try not to exceed \$2,000,000. for a project and the minimum would be \$300,000. and they are basically trying to make the argument that they are improving public safety.

Mr. Livingston asked if this was their biggest project.

Ms. Burns answered that meets the criteria. She said that this is a tremendous amount of grant money that the City is going to receive when you add them all together.

Mr. Berndlmaier said as they were brainstorming, those were the most important they could come up with in such short notice while trying to meet the application deadline to approve ADA standards and identify problems.

Mr. Simms asked if the paving for Burritt Avenue to Neptune Avenue was already approved from last year's budget.

Mr. Berndlmaier replied that the LOCIP Grant would not happen for a couple of years and so they would like to get the curbs and sidewalks done now so if they pave it now they will have to rip up the road when it comes time to put in the sidewalks so they are trying to fund the curbs and sidewalks to be replaced on Woodward Avenue. He said if they don't get the funding for the curbs and sidewalks they will have to postpone the paving.

Mr. Simms asked if there was a program that when the streets are paved the sidewalks are fixed automatically.

Mr. Ignneri said it is not automatic.

Mr. Berndlmaier said they would have to pay for it.

Ms. Burns said it is a very limited amount of money that is funded every year.

Mr. Sotnik said they may know by January if they received the grants or not.

B. Customer Service Report October 2018 and November 2018

There was no report on this item.

C. Monthly Solid Waste Report – September 2018 and October 2018

1. Transfer Station Third Quarter Report 2018
2. Bulky Collection Report

There was no report on this item.

Upcoming Projects

Next Meeting: Monday, January 7, 2019
Public Works Committee Meeting
6:30 P.M.
Room 225, Norwalk City Hall

****MR. LIVINGSTON MOVED TO ADJOURN**
****MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 9:10 p.m.

Respectfully submitted,

Monique Cipriano
Executive Assistant
Public Works Department



MEMORANDUM

TO: Elisabeth Burns, P.E. – Acting Co-Director of Public Works

FROM: Drew Berndlmaier, P.E. – Senior Engineer

CC: Paul Sotnik, P.E. – Acting Assistant Principal Engineer
Mario Pizighelli, EIT – Junior Engineer

REF: Public Works Committee Agenda Item – Project PM2018-1 Pavement Management Program

DATE: January 4, 2019

I would like to request that the following items be included on the agenda for the January 7, 2019 Public Works Committee meeting.

1. Resolution approving a Special Capital Appropriation in the amount of \$75,000 to fund a proposed sidewalk project along Wilson Avenue (from Covewood to Highland).

Account No. 09 12 4021 5777 C0504

Sidewalk on Wilson proposed to come from fy 2011-12 funds, originally reserved for sidewalks at Cudlipp and Rowayton Avenue, whose construction was later believed to be unfeasible.

2. Authorize the Mayor, Harry W. Rilling, to execute another Amendment to the June 5, 2017 Contract with Tighe and Bond, Inc., to provide professional engineering services relative to the Norwalk Levee, for an amount not to exceed \$193,050, for Construction Observation Services of Project No. PM 2019-1 Pavement Management Program.

Account No. 09 19 4021 5777 C0021

The Public Works Department is still short a Junior Engineer and Chief position. Allocation of City personnel in the interim has facilitated the need to propose private professional services for field inspections. The DPW has worked with Tighe & Bond last year, for the same services and reasoning. The proposed inspector is thoroughly familiar with the City's paving and sidewalk specifications and Tighe & Bond has offered a discounted rate for these services.

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Wilson Avenue Sidewalk (Highland to Covewood)

	Quantity	Units	Rate	Cost
Bit Sidewalk	252.8	SY	\$50.00	\$12,638.89
Concrete Sidewalk	225.0	SF	\$20.00	\$4,500.00
ADA Ramps	24.0	SF	\$30.00	\$720.00
Concrete Curbs	500.0	LF	\$40.00	\$20,000.00
Reset CB	1.0	EA	\$500.00	\$500.00
Perm Patch (9")	111.1	SY	\$150.00	\$16,666.67
Relocate Mailboxes	2.0	EA	\$275.00	\$550.00
Plant Trees (1.5" caliper)	4.0	EA	\$900.00	\$3,600.00
Sign Relocations	4.0	EA	\$300.00	\$1,200.00
Clearing & Grubbing	1.0	LS	\$2,000.00	\$2,000.00
			Subtotal	\$62,375.56
			15% Incidentals & Contingency	\$9,356.33
			Total	\$71,731.89



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23-0814-0-P008
January 3, 2019

Mr. Drew Berndlmaier
Senior Engineer
City of Norwalk
Department of Public Works
125 East Avenue
Norwalk, Connecticut 06856

**Re: 2019 Paving Program
Proposal for Construction Observation Services**

Dear Drew:

Tighe & Bond is pleased to present this proposal for construction observation services for the City of Norwalk's 2019 Paving Program.

It is our understanding that the City of Norwalk will be engaging a Contractor to perform milling, reclamation and paving operations on various roadways throughout the City. We have assumed that the construction observation will be provided on a full-time basis from March 1, 2019, through December 15, 2019. We have also included an additional 5 hours per week during the peak paving season (June 1, 2019, through October 31, 2019) to account for potential overtime work by the contractor. We have assumed a total of 1,750 hours of Construction Observation services. This proposal assumes that the City of Norwalk DPW will provide Construction Administration services for the project and coordinate operations with the Contractor. We have included a minor allowance of 20 hours for office engineering support by Tighe & Bond if required.

Scope of Work

We propose the following scope of services:

1. Provide full time on-site observation during periods of active construction. Observe the construction to verify conformance with the plans approved by the City of Norwalk. Notify the City of Norwalk regarding observed deficiencies in the work.
2. Prepare daily observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site, etc. Provide coordination of the construction activity with the City and advise the primary contact at the Norwalk DPW of the status of construction activity.
3. Provide measurement, computation, or checking of quantities of work performed and quantities of materials in place for partial and final payments to the Contractor.
4. Provide limited office engineering support for the Construction Observer during the duration of Construction and project closeout. We have included an allowance of 20 hours for these services should they be required. We assume Construction Administration tasks, including review of shop drawings and other submittals, responses to Requests for Information (RFI's) and processing of requisitions and change orders will be performed by the City of Norwalk and are not included. Tighe & Bond will coordinate with the primary contact at the City to provide clarification and field support of the contract documents when required.

5. Provide coordination of outside testing and laboratory services. We have assumed that the City of Norwalk will contract directly with a materials testing laboratory for these services. Tighe & Bond will arrange for and witness material testing to verify conformance with the approved plans and specifications.
6. Complete a final review of the completed construction with Norwalk DPW staff and prepare a punchlist of corrective actions required.

Assumptions and Exclusions

1. We have assumed that the construction observation services will be provided for a maximum of 1,750 hours (approximately 205 work days plus 110 hours of overtime coverage during the peak paving season). Should additional construction observation services be required, an amendment can be provided for additional services.
2. Field survey services, including preparation of an as-built survey, are not included.
3. We have assumed the materials testing laboratory will be contracted directly by the City of Norwalk. Field and laboratory material testing costs are not included.
4. Review or processing of requisitions and change orders is excluded.
5. All services not specifically identified in the scope of work are excluded.
6. Tighe & Bond's on-site observer will observe/view the Contractor's services for noticeable deficiencies from the contract documents, assist in design interpretation, and confirm the construction is in general conformity with the contract documents. We are on-site for the City of Norwalk's benefit and will notify the City of Norwalk of deficiencies in order for the City of Norwalk to determine if stopping the Contractor's services are appropriate and in the best interest of the Project performance. The means and methods the Contractor should use to accomplish the design element/component of the specifications will be determined by the Contractor, who will also be responsible for compliance with laws, rules, and regulations, as well as, the overall supervision of the site health and safety.

Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$193,050. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the rates in the summary below. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent.

In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions are part of this letter agreement.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the City of Norwalk a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Phase	Estimate of Professional Hours	Hourly Rate	Estimated Fee
Construction Observation Services	1,750	\$105*	\$183,750
Office Engineering Support	20	\$165	\$3,300
Reimbursables (Mileage)			\$6,000
Total			\$193,050

*Rate for Construction Observer 2. **Please note that this rate represents a \$5 per hour discount from Tighe & Bond's standard hourly rate.**

Authorization

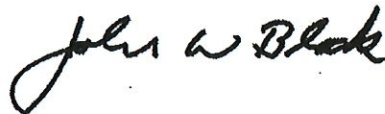
We are prepared to provide the services outlined above on the basis of your execution of the acceptance statement on a copy of this letter to indicate your approval of the scope of work, budget, and method of payment described above. Please contact John Block at 203-712-1111 or Jon Richer at 203-712-1117 with any questions.

Sincerely,

TIGHE & BOND, INC.



Jonathan A. Richer, P.E.
Project Manager



John W. Block, P.E, L.S.
Senior Vice President

Acceptance:

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

Authorized Representative

Date

Enclosure: Terms & Conditions

"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

The following provisions shall be applicable should the ENGINEER be retained to provide Construction Phase Services in connection with the Project:

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 be retained to provide design services but not be retained to 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.



TO: Public Work Committee
FROM: Connie Blair, Customer Service Manager
SUBJECT: Customer Service Calls and Requests November 28th – January 1, 2019
DATE: January 2, 2019

The Customer Service Center received 615 service calls with requests 529 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	6	28	34
<i>Engineering</i> Contractor trench, permit Inspections, paving	20	2	22
<i>Landscaping</i> Tree inspection and removal, tree pruning and cutbacks	1	24	25
<i>Ordinance Enforcement Officer</i> Illegal dumping, illegal signs, sidewalk litter	8	12	20
<i>Road</i> Potholes, curbing, and sidewalk repair	9	41	50
<i>Solid Waste</i> Recycling, and garbage	14	196	260
<i>Bulk and Yard Waste</i>		46	75
<i>Scheduled Bulk Pick up for Jan.</i>	29		
<i>Traffic</i> Signals, signs, sightlines issues	13	40	43
		Public Works Total Request	529

B



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

From: Jessica C. Paladino, Waste Programs Manager

Date: December 20, 2018

Re: MSW and Recycling Report - November 2018

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Nov-17	Current FY: Nov-18	Change	FY 17/18 Cumulative
Curbside tonnage	1,302.79	1,360.49	4.4%	6,659.71
MSW tonnage out	1,924.31	2,069.41	7.5%	10,487.70
Transfer station operating fee	\$66,875.00	\$68,291.67	2.1%	\$341,458.35
Transport and disposal fee	\$169,339.28	\$184,177.49	8.8%	\$933,405.30
Curbside collection fee	\$92,754.75	\$95,537.42	3.0%	\$477,687.10
Total operating costs (less curbside)	\$236,214.28	\$252,469.16	6.9%	\$1,274,863.65

MSW Consolidated Budget	
FY 17/18 Budget	\$4,045,199.00
Amount expended	\$1,752,550.74
Percent remaining	56.7%

Recycling Collection				
Recycling Collection	Previous FY: Nov-17	Current FY: Nov-18	Change	FY 17/18 Cumulative
Curbside tonnage	735.90	799.55	8.6%	3,799.48
Transfer station tonnage	33.01	35.26	6.8%	209.45
Total monthly tonnage	768.91	834.81	8.6%	4,008.93
Curbside collection fee	\$90,040.75	\$92,741.92	3.0%	\$463,709.60

Recycling Budget	
FY 17/18 Budget	\$1,112,903.00
Amount expended	\$463,709.60
Percent Remaining	58.3%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Nov-17	Current FY: Nov-18	Change	FY 17/18 Cumulative
Transfer station tip fees	\$32,194.20	\$46,114.80	43.2%	\$217,592.35
Recycling revenue (curbside)	\$12,878.25	\$13,992.13	8.6%	\$66,490.90
Recycling revenue (T.S.)	\$577.68	\$617.05	6.8%	\$3,665.38
Total revenues	\$45,650.13	\$60,723.98	33.0%	\$287,748.63

C



To: Chris Torre, Superintendent of Operations

From: Jessica C. Paladino, Waste Programs Manager

Date: January 3, 2019

Re: 2018 Bulky Collection Report

Calendar Year 2018

Month	Number of Collections	Bulky Weight (Tons)	Metal Weight (Tons)	Plastic Weight (Tons)	NOTES
January	27	0.70	0.52	0.20	Only 3 weeks - Due to snow
February	60	5.43	2.23	0.13	Only 3 weeks - Due to snow
March	69	7.24	6.41	0.36	
April	81	6.43	3.05	0.30	
May	144	10.33	4.38	0.74	
June	163	14.30	2.87	1.00	
July	79	7.32	0.89	0.21	Only 3 weeks - Due to July 4th
August	87	7.11	1.21	0.51	
September	115	11.03	1.50	0.33	
October	101	9.43	1.35	0.29	
November	0	0.00	0.00	0.00	Cancelled
December	126	10.15	2.47	0.50	

Total	1052	89.47	26.85	4.57	
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CI

PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Monday, January 7, 2019
TIME: 6:30 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.)

Public Hearing

1. **PUBLIC HEARING (STREET ABANDONMENT)**

Public Hearing of Necessity for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. 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 Monday, January 7, 2019 at 6:30 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, December 4, 2019.

2. Approve the Necessity for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue and appoint Freeholders.
3. Schedule a Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, February 5, 2019 at 7:00 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.
4. Authorize the Mayor, Harry W. Rilling, to execute Fourth Amendment to the June 5, 2017 Contract with Tighe and Bond, Inc. to provide professional engineering services relative to the Norwalk Levee, for an amount not to exceed \$193,050, for Construction Observation Services for Project No. PM2019-1 Pavement Management Program.

Account No. 09 19 4021 5777 C0021

Information / Discussion

- A. Discussion
 1. Special Capital Appropriation (transfer) in the amount of \$75,000 to fund a proposed sidewalk project along Wilson Avenue (from Covewood to Highland).
- B. Customer Service Report December 2018
- C. Monthly Solid Waste Report – November 2018
 1. 2018 Bulky Collection Report

Upcoming Projects

Next Meeting: Tuesday, February 5, 2019
Public Works Committee Meeting
7:00 P.M.
Room 225, Norwalk City Hall