

CITY OF NORWALK
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**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
March 7, 2017**

ATTENDANCE: John Igneri, Chair; Thomas Livingston; Michael Corsello; Richard Bonenfant; Eloisa Melendez (7:06pm)

STAFF: Bruce Chimento, Director; Lisa Burns, Principal Engineer; Drew Berndlmaier, Senior Civil Engineer

Mr. Igneri called the meeting to order at 7:05 p.m. A quorum was present.

PUBLIC INPUT

Michael Deering from Deering Construction Co., asked how the Public Works Committee intends to address the issue with the road paving bid when the Common Council had already set precedent on two different occasions in regards to granting awards on bids to those that owe back taxes.

Mr. Igneri responded that they will discuss that item once they get to it on the agenda.

NEW BUSINESS

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

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

****MR. CORSELLO ABSTAINED**

****MOTION PASSED WITH ONE ABSTENTION**

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

Account No: 09 17 4021 5777 C0562

Mr. Livingston stated that he is very uncomfortable with Safety Marking, Inc. due to the recent discrimination lawsuits. He said he would like to know why the committee should move forward with the company.

Mr. Igneri said that the company appealed the lawsuits.

Mr. Corsello stated that the company did not appeal but in fact paid the lawsuits.

Mr. Chimento stated that they would speak with the legal department about the appeal. He continued to say that they are the only company that does this type of work the right way within the State. He said that New York, New Jersey, Massachusetts and Rhode Island all use them. He said that Norwalk has not had a problem with the company. He mentioned that several years ago there was another marking firm that the City ended up terminating their contract for such bad work.

Mr. Berndlmaier stated that markings needed to be redone with the other company. He said that his paving contractors use Safety Marking as their sub-contractor.

Mr. Chimento said that there is a letter from Safety Marking in the packet that gives approval to the City to use the same prices as two years ago, however if it is decided to bid this out the prices very well may go up and/or they may be the only bidder. Mr. Chimento asked the committee what they would do if it is put out to bid and they became the lowest bidder.

Mr. Corsello answered if they became the low bidder the question would be by how much and we would look at it then but to just give them the benefit of not even having to bid on the job knowing what little I know is pretty bad.

Mr. Igneri said that this would be an extension of their 2015 contract.

Mr. Corsello asked if Safety Marking said they would honor their 2015 pricing if we didn't go out to bid.

Ms. Burns replied that is not correct. She explained that public works approached Safety Marking and asked if they would hold the 2015 prices based on staffing constraints. She said that they thought they may raise their prices if it was put out to bid. She said that they would have most likely become the vendor anyway so in order to maintain pricing staff approached them.

Mr. Livingston reiterated that the allegations are outrageous. He said that he would like to know if they have taken action within the company that addresses those concerns. He said that a letter from the company stating what action was taken should suffice.

Mr. Bonenfant said that he was unaware of this issue. He wanted to know how this came about.

Mr. Corsello stated that it was his understanding that the company was held liable because it was reported to the company and they did nothing to rectify the situation.

Mr. Igneri asked if the committee could ask for a response or statement of remedies before we accept.

Mr. Bonenfant asked if they paid the fine.

Mr. Igneri answered yes but was also told that they will appeal. He suggested that the item is tabled until they receive a letter from the company.

Mr. Corsello asked if it was put out to bid would anyone bid.

Ms. Burns answered that there is one company that is not very good. She said that even DOT uses Safety Marking as well as many of the airports.

Mr. Igneri said that they need a statement from them.

Mr. Chimento suggested moving the item to council pending receiving the letter.

Mr. Corsello stated that he is reluctant to send to council because it was sent back to committee for a resolution.

Mr. Igneri said that they would be delayed another month. He suggested to leave it on and get a letter from them if not satisfactory it can be tabled back to committee.

****MR. BONEFANT MOVED THE ITEM**

****MR. IGNERI MOVED THE ITEM TO COUNCIL SUBJECT TO
LETTER FROM COMPANY**

****MOTION PASSED WITH THE EXPECTATION OF THE
COMPANY LETTER OF EXPLANATION DEEMED
SATISFACTORY BY COMMITTEE**

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

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

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

09 17 4021 5777 C0318
09 17 4021 5777 C0439
03 0000 2602

Mr. Igneri stated that The Grasso Companies LLC is different from the LLC that has issues with the City. He said that since the City has no claim with this LLC, the committee should be able to accept this item.

Mr. Bonenfant said that this was pulled off the agenda at the last council meeting because they owed taxes. He said that changing the name but using the same people and same equipment is still the same company. He said that they should not be allowed to bid on a project if they owe the City taxes.

Mr. Corsello asked if that was a rule that people cannot bid on a project if they owe taxes. He said that it was his understanding that it could be one of the factors that may prevent someone from bidding on a job.

Mr. Igneri said it is a new ordinance.

A discussion about the ordinance began between the committee members.

Mr. Igneri said that in this case, it is a separate LLC with no claims against the City.

Mr. Corsello said that if it is truly a different entity, it is considered a different person by law.

Mr. Igneri stated that the Corporation Counsel has been in conversations with both entities.

Mr. Chimento said that unless there is an issue with their work, which is not at this time, it's the issue with the City. He said that it is a separate legal entity that currently does not owe the City any back taxes, then they have no choice but to grant to the lowest bidder. He said that they received all responsible bidders and that the difference between 1st and 2nd bidder is approximately \$128,000 on a \$3 million dollar bid.

Mr. Bonenfant asked if they were under obligation to take the lowest bidder.

Mr. Chimento replied they are obligated to the lowest responsible bidder, in this case is Grasso as far as they are concerned and the work they have done. He said that the best thing to do would be to pass to Council and have Corporation Counsel address it at the Council meeting.

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

****MR. BONENFANT OBJECTED ITEM**

****MOTION PASSED WITH ONE OBJECTION**

Mr. Igneri addressed the committee stating that item 4, 5, 7 & 8 are all related to the utilities so they will discuss those items first and then discuss item 6. All committee members agreed. Mr. Igneri moved 4, 5, 7 and 8.

****MR. IGNERI MOVED ITEM 4a, 4b, 5a, 5b, 7a, 7b, 8a and 8b**

Ms. Burns explained that these items are related to the poles at the intersection of Raymond and Day Streets, raising the roadway 6ft for the Washington Street Project, to extend the poles and move all the wires up higher, it is a temporary relocation of the utilities such as cable, frontier.

Mr. Chimento stated that Mr. Berndlmaier has been doing a great job negotiating costs with all of the contractors for this project. He said that it is quite a bit of work because they were just handed the project two months ago.

Mr. Berndlmaier stated that all utility companies must meet a certain clearance at all times and those have to be done in advance. He said that they are trying to establish individual agreements between the City and the utility companies. He said that they have to put extensions on the poles and raise the electric first followed by the cable, fiber, and frontier and telephone communications.

Mr. Bonenfant asked if they would have to redo this since it is temporary.

Mr. Berndlmaier replied that they are all underground. He explained to the group the process of how the underground utilities would work.

Mr. Bonenfant asked if the price includes going underground.

Mr. Berndlmaier responded that the price is only to raise the utilities. He said that item 6 will cover some of the other costs. He explained that there is \$4 million dollars in the grant and \$4 ½ million from two Redevelopment Agency accounts.

Ms. Burns stated that although it is a Redevelopment Agency account, it really is City money.

Mr. Chimento said that it is City money that was given to the Redevelopment Agency. He said there was a special appropriation from the City to the Redevelopment Agency, which was approved in November by Council. He said that it wasn't a DPW project then so that is the reason it went to the Redevelopment Agency.

4a. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH THE SECOND TAXING DISTRICT OF THE CITY OF NORWALK, CONNECTICUT, ACTING BY AND THROUGH, SOUTH NORWALK ELECTRIC AND WATER ("SNEW") FOR 'ENABLING PHASE" UTILITY ADJUSTMENTS PERTAINING TO THE RAYMOND & DAY STREETS PROJECT, FOR A SUM NOT TO EXCEED \$270,140.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

- 4b. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO TO EXECUTE ORDERS ON CONTRACT WITH THE SECOND TAXING DISTRICT OF THE CITY OF NORWALK, CONNECTICUT, ACTING BY AND THROUGH, SOUTH NORWALK ELECTRIC AND WATER (“SNEW”) FOR ‘ENABLING**

PHASE’ UTILITY ADJUSTMENTS PERTAINING TO THE RAYMOND & DAY STREETS PROJECT, FOR A SUM NOT TO EXCEED \$27,014.

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

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

- 5a. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH FRONTIER COMMUNICATIONS CORPORATION FOR ‘ENABLING PHASE’ UTILITY ADJUSTMENTS PERTAINING TO THE RAYMOND & DAY STREETS PROJECT, FOR A SUM NOT TO EXCEED \$40,463.41**

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

- 5b. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO TO EXECUTE ORDERS ON CONTRACT WITH FRONTIER COMMUNICATIONS CORPORATION FOR ‘ENABLING PHASE’ UTILITY ADJUSTMENTS PERTAINING TO THE RAYMOND & DAY STREETS PROJECT, FOR A SUM NOT TO EXCEED \$4,046.34.**

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – C0560)

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

- 6. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH O & G INDUSTRIES, INC. FOR CONSTRUCTION MANAGER AT RISK SERVICES PERTAINING TO THE RAYMOND & DAY STREETS PROJECT, FOR A SUM NOT TO EXCEED \$8,900,000. (IN ACCORDANCE WITH LETTER PROPOSAL DATED MARCH 3, 2017)**

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)
Proposed Escrow Agreement w/Trinity Washington

Mr. Livingston asked where the \$8,900,000 amount came from.

Mr. Berndlmaier explained the \$8.9 million. He said that the Tighe & Bond Construction Company will administer the Construction Management for this project. He said it is a sum of the Tighe & Bond Construction fees plus paying for the actual construction which they will put the bid packets out to bid, establish agreements with the utility companies while following the City's procedures.

Ms. Burns explained the process of the bid procedure to the committee.

Mr. Livingston asked what would happen if the project costs less than anticipated.

Mr. Berndlmaier responded that they will refund the difference if lower.

Ms. Burns stated that they are locked in at a certain cost so if it is more Tighe & Bond would be responsible.

Mr. Corsello wanted to know what made them select O & G Industries.

Ms. Burns responded that they requested a RFQ and received three but only asked for pricing from two. O & G Industries had better pricing than Dimeo who works for the Housing Authority.

Mr. Chimento stated that Dimeo was supposed to complete the project under Trinity, the developer. He said that Trinity was going to do the infrastructure but there were issues with their numbers being too high so they selected O & G.

Mr. Bonenfant wanted to know what they are getting for \$9.5 million and would there be other responsibilities for this project afterwards.

Mr. Chimento answered new roads, new sidewalks, new drainage and new utilities.

Mr. Berndlmaier stated that there may be two other responsibilities, one is with the designer Tighe & Bond, needing them to respond to construction manager questions about their plans and make changes.

Mr. Chimento stated that Tighe & Bond works for the Redevelopment Agency. He said that as far as he knows there is no infrastructure.

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

**7a. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN
AGREEMENT WITH CABLEVISION OF LITCHFIELD, INC. FOR 'ENABLING**

**PHASE' UTILITY ADJUSTMENTS PERTAINING TO THE RAYMOND & DAY
STREETS PROJECT, FOR A SUM NOT TO EXCEED \$8,000.**

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)

Reimbursable \$4M Grant (CDBG – Project C0560)

- 7b. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO TO EXECUTE ORDERS ON CONTRACT WITH CABLEVISION OF LITCHFIELD, INC. FOR 'ENABLING PHASE' UTILITY ADJUSTMENTS PERTAINING TO THE RAYMOND & DAY STREETS PROJECT, FOR A SUM NOT TO EXCEED \$800.**

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

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

- 8a. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH LIGHTOWER FIBER NETWORKS II, LLC FOR 'ENABLING PHASE' UTILITY ADJUSTMENTS PERTAINING TO THE RAYMOND & DAY STREETS PROJECT, FOR A SUM NOT TO EXCEED \$5,000.**

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

- 8b. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO TO EXECUTE ORDERS ON CONTRACT WITH LIGHTOWER FIBER NETWORKS II, LLC FOR 'ENABLING PHASE' UTILITY ADJUSTMENTS PERTAINING TO THE RAYMOND & DAY STREETS PROJECT, FOR A SUM NOT TO EXCEED \$500.**

Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG – Project C0560)

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

SUSPENSION OF THE RULES

****MR.IGNERI MOVED TO SUSPEND THE RULES TO ADD AN ITEM
TO THE AGENDA
MOTION PASSED UNANIMOUSLY

A suspension of the rules was called by the Chairman, John Igneri to add Project PM 2015-1 to the agenda:

9. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, TO EXECUTE ORDERS ON CONTRACT WITH DEERING CONSTRUCTION, INC. FOR PROJECT PM2015-1 PAVEMENT MANAGEMENT PROGRAM, FOR A SUM NOT TO EXCEED \$9,500.00.

Account No: 09 17 4021 5777 C0021

Mr. Chimento stated that they are .15% over the contract and need to add the additional \$9,500.00 to close out the project.

Mr. Livingston asked if there are change orders for this.

Mr. Berndlmaier answered yes and said that those change orders have already been spent.

Mr. Corsello inquired about the contract award and asked if the contract was not specific to how much paving would take place.

Mr. Chimento stated that all of the contracts are done by unit prices. He said that they try to estimate as best they could what materials would be needed for a project.

Mr. Berndlmaier continued stating that time and material work for drainage on Oak Street and Soundview was completed and the contractor paved those streets. He said that he thought there would be enough funds in the contract to cover those costs but they came up short. He said that they have to ensure the drainage work was working properly.

Mr. Corsello asked if the contractor did more than initially thought.

Mr. Berndlmaier responded yes.

Mr. Livingston asked where the money would come from.

Mr. Berndlmaier responded that the money would come from the paving account as there is an available balance. He gave an overview of streets they completed thus far.

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

INFORMATION / DISCUSSION

A. MONTHLY SOLID WASTE REPORT – JANUARY 2016

Mr. Chimento reported on this item. He said that April 1st is free mattress/box spring collection. He said that it is a State program named “Bye Bye Mattress”. The collection would take place at the operation center at 15 South Smith Street from 9am to 1pm.

Mr. Livingston commented that recycling was way up in January as compared to last January.

B. CUSTOMER SERVICE REPORT – FEBRUARY 2017

Mr. Chimento reported on this item. He said that there were a total of 583 service calls, of which 516 were public works. He said that calls do pick up during snow storms and about the plowing of the snow as well. He then explained that all of the trucks have a GPS system. He said that people would call customer service to complain that the snow plows are riding 55mph on their

street when in fact the truck is only going 18mph. The GPS system allows them to see the location and speed of the trucks at any given time. He said that if a DPW plow truck hits a mailbox it is

DPW's responsibility, if the plow just throws snow on a mailbox then it becomes the homeowner's responsibility. He reiterated that the Snow Policy is on the City's website.

C. CORRESPONDENCE

There was no correspondence to report.

UPCOMING PROJECTS

Next meeting is scheduled for Tuesday, April 4, 2017 in Room 225.

****MS. MELENDEZ MOVED TO ADJOURN**

****MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:13 p.m.

Respectfully submitted,

Monique Cipriano
Executive Assistant
Public Works Department