

CITY OF DANBURY
PURCHASING DEPT.
155 DEER HILL AVE.
DANBURY, CONNECTICUT. 06810

Board of Awards – Virtual Meeting

Date: January 24, 2022

To: D. St. Hilaire, D. Garrick, R. Edwards, D. Day, T. Hughes, D. Natale

From: C.J. Volpe, Jr., Purchasing Agent

A Board of Awards has been scheduled as follows for the item(s) listed below:

Place: Purchasing Dept. (Video/Telephone Conference)

Date: Wednesday, January 26, 2022

Time: 10:00 A.M.

If you are unable to attend, please contact the Purchasing Department as soon as possible.

Item

- 1 "Wastewater Treatment Plant – Tricking Filter #3 Repairs – Public Utilities Dept."
- 2 "Downtown TOD Streetscape Project – Construction Inspection Services – Construction Services Dept."

PLEASE NOTE THAT PURSUANT TO CITY ORDINANCE, ATTENDANCE BY THE DEPARTMENT HEAD OR IMMEDIATE ASSISTANT IS REQUIRED

Back-up information for each item attached

Public may view or listen to this meeting – details as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/87205566092?pwd=UXpPclVCdTIUOEN3Yks0Vk80VUgydz09>

Meeting ID: 872 0556 6092

Passcode: 717811

One tap mobile

+13126266799,,87205566092#,,,,*717811# US (Chicago)

+19294362866,,87205566092#,,,,*717811# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

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Meeting ID: 872 0556 6092

Passcode: 717811

Find your local number: <https://us02web.zoom.us/j/87205566092?pwd=UXpPclVCdTIUOEN3Yks0Vk80VUgydz09>

Chick Volpe <c.volpe@danbury-ct.gov>



Fwd: Danbury, CT - Revised Trickling Filter #3 Agreement

1 message

David Day <d.day@danbury-ct.gov>
To: Volpe Chick <c.volpe@danbury-ct.gov>
Cc: Les Pinter <l.pinter@danbury-ct.gov>, Kindya Charlie <c.kindya@danbury-ct.gov>

Mon, Jan 24, 2022 at 11:21 AM

Chick,

As discussed, see attached proposed Agreement from Veolia for Trickling Filter No. 3 Repair/Rehab and put this item on Wednesday's (1/26/2022) BOA Meeting. Approval will be contingent on execution of a signed agreement between Danbury and Veolia for this specific work as we have done in the past for other WWTP repair work.

The proposed cost is \$193,919 and will be paid from Vision 2020 Sewer Funds.

Thanks,

Dave

----- Forwarded message -----

From: **Johnson, Matthew** <matthew.johnson@veolia.com>
Date: Mon, Dec 20, 2021 at 10:11 AM
Subject: Danbury, CT - Revised Trickling Filter #3 Agreement
To: David Day <d.day@danbury-ct.gov>

David,

Attached is the revised agreement for the Trickling Filter #3 rehab.

Matt

Matthew Johnson
*Senior Project Manager - Capital Program Management (CPM), Northeast
Municipal & Commercial Business
VEOLIA NORTH AMERICA*

cell +1 857 303 2416
53 State Street / 14th Floor / Boston, MA 02109
matthew.johnson@veolia.com
www.veolianorthamerica.com

1-1

CONSTRUCTION SERVICES AGREEMENT

THIS CONSTRUCTION SERVICES AGREEMENT effective as of December 16, 2021 by and between:

City of Danbury, Connecticut, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, with its principal address at City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810 (hereinafter the "City"), acting herein by its mayor, Dean Esposito, hereunto duly authorized.

And

Veolia Water Municipal Services North America, LLC, a Delaware limited liability company, with its principal address at 53 State Street, 14 Floor, Boston, MA 02109 (hereinafter "Veolia"), acting herein by John Oatley, Senior Vice President, hereunto duly authorized.

The City or Veolia, or both, may be referred to herein as the "Party" or the "Parties", as the context of the usage of such term may require.

WHEREAS, the City and Veolia are parties to an Agreement for Operations, Maintenance and Management Services dated October 1, 1997 and amended on November 27, 2000; October 16, 2002; and October 1, 2017 (amended and extended) (as amended, the "Service Agreement");

WHEREAS, the City owns and Veolia operates and maintains a wastewater treatment plant located on Newtown Road, Danbury, Connecticut, (hereinafter the "Project Site") for the purpose of treating municipal wastewater; and

WHEREAS, the City desires to modify and/or upgrade material and substantial parts of the wastewater treatment plant to repair Trickling Filter No. 3 (hereinafter "Upgrades"); and

WHEREAS, the Upgrades are not specifically a current contractual obligation of Veolia under existing Service Agreement. In accordance with Article VI of the Service Agreement, the parties wish to establish an agreement for purposes of work relating to the Upgrades.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Construction Services Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Veolia and the City do hereby agree as follows:

1. Veolia shall furnish all necessary design, permitting, construction and installation services together with all materials, equipment, tools, supervision and labor related to the Upgrades, as generally described in Attachment "A - SCOPE OF SERVICES".
2. City shall pay Veolia for the performance of the work described in the Scope of Services in accordance with the terms set forth in "Attachment B - COMPENSATION" attached hereto. Veolia shall deliver to City, upon final payment for the services described herein, a complete release and lien waiver from Veolia and their subcontractors of all labor claims and Veolia's affidavit that all parties furnishing material or labor to Veolia in connection with the Upgrades have been paid.

1-2

December 16, 2021

3. The General Conditions attached as "Attachment C - GENERAL CONDITIONS" are made a part of and shall govern this Agreement.

This Construction Services Agreement, the above identified Attachments, and any attachments identified and referenced below are collectively referred to herein as the "Contract Documents" and, together, make up the Construction Agreement (the "Construction Agreement" or the "Agreement"). In the event of an inconsistency between provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to specific provisions over general provisions and, if any inconsistency still exists, by giving precedence to the documents in the following descending order (notwithstanding cross references): 1) the Construction Agreement; 2) Attachment A - SCOPE OF SERVICES; 3) Attachment B - COMPENSATION; 4) Special Terms, if any; 5) Attachment C - GENERAL CONDITIONS; 6) the Service Agreement; 7) other documents or addenda incorporated in the Contract Documents.

NOTWITHSTANDING THE FOREGOING PARAGRAPH OR ANY OTHER PROVISION HEREIN, THE 2017 EXTENSION AMENDMENT CONTROLS IN TERMS OF ANY PROVISIONS SETTING FORTH APPLICABLE FINANCIAL TERMS, INCLUDING BUT NOT LIMITED TO INSURANCE, BONDING OR SIMILAR PROVISIONS.

This Agreement is effective the day, month, and year first above written.

CITY OF DANBURY

Veolia Water Municipal Services North America, LLC

By: _____

By: Bill Hanley _____

Print Name: Dean Esposito

Print Name: Bill Hanley

Title: Mayor

Title: Authorized Representative

ATTACHMENT A

Scope of Services

The Upgrades, as currently contemplated, consist of the Trickling Filter No. 3 Repairs, as set forth below.

- 1. Repair Trickling Filter No. 3
 - a. Removal of existing trickling filter assembly and installation of a rebuilt trickling filter assembly.
- 2. Construction Services
 - a. Review project schedule/coordinate impact on wastewater systems operation – update project execution plan including Maintenance of Plant Operations (“MOPO”).
 - b. Provide construction management services during active construction to oversee the execution of the construction with coordination/management of the discipline contracts by Veolia.
 - c. Support the installation of all process equipment, with the review of appropriate testing to confirm correct installation.
 - d. General activities:
 - i. Develop and maintain construction schedule for duration of project w/monthly updates
 - ii. Provide progress projections with cash flow analysis for City use, monthly cost requisition submittals.
 - iii. Respond to any request for contract change orders, manage project claims to minimize project impact, notify City of change orders or claim notices received, their disposition, provide review of legitimacy, and confirm any associated costs.
 - iv. Initiate key equipment purchasing, coordinated through Veolia purchasing group. Review and approve all purchase orders issued on the project.
 - v. Coordinate and directly manage all contractor activity on-site.
 - vi. Develop, manage, and supervise the on-site project Safety program, including any contractor/sub-contractor activities.
 - vii. Manage the QA/QC program including all testing of materials and installed components
 - viii. Support the installation of all process equipment, with the review of appropriate testing to confirm correct installation including
 - ix. Address/manage all RFIs from discipline contractors
 - x. Attend weekly construction meetings during active construction
 - e. Start-Up Services
 - i. Start-up and commissioning assistance in support of the Veolia Construction Manager
 - ii. Coordinate/manage the start-up and testing of equipment
 - iii. Document all equipment testing providing confirmation for basis of acceptance
 - iv. Develop project punch list and manage completion of all work.

Attachment B
Compensation

1. All work as detailed in the Scope of Work shall be completed for the price of \$193,919, which price excludes the following:
 - a. Testing, removal, and disposal of hazardous or contaminated materials.
 - b. Permit fees.
 - c. Utility fees
 - d. Sales and use tax
 - e. Other exclusions authorized by the Service Agreement dated October 1, 1997.
2. Payment terms shall be twenty (20) days from invoice, pursuant to Article 7.3, b.
3. Estimated Milestone Payment Schedule:
 - a. Notice of Award (10%)
 - b. Equipment Onsite (40%)
 - c. Installed and Tested (40%)
 - d. Final Completion (10%)
4. Estimated Drawdown Schedule:

a. January 31, 2022	\$19,391.90
b. February 29, 2022	-
c. March 31, 2022	-
d. April 30, 2022	-
e. May 31, 2022	-
f. June 30, 2022	\$77,567.60
g. July 31, 2022	-
h. August 31, 2022	-
i. September 30, 2022	-
j. October 31, 2022	\$77,567.60
k. November 30, 2022	\$19,391.90



Chick Volpe <c.volpe@danbury-ct.gov>

18-13 Downtown TOD Phase 1 MCA Proposal for Additional CA / CI Services BOA

1 message

Tom Hughes <t.hughes@danbury-ct.gov>

Mon, Jan 24, 2022 at 1:36 PM

To: Chick Volpe <c.volpe@danbury-ct.gov>

Chick

BOA Agenda 01/26/2022

The City awarded Construction Administration & Construction Inspection Services to MCA Phase 1 Downtown TOD Streetscape. The services were based on the original contract of 120 Contract Days and project close out. We have had covid supply / logistic issues throughout the duration of the project. The project has been extended into the spring mostly planting other related items Parking Kiosks Banner Poles etc. The original contract days ended on 9/02./2021 we worked well into the fall Season We have the remainder of the Phase 1 work to complete including the semi final and final inspections and project close out to be complete..

Construction Services & the City Planner have reviewed MCA's proposal for additional CA / CI services and we are recommending approval of the additional services for the amount of \$ 30,984.00. This will bring the project to completion.

The funding source for the additional services is RGTOD2017.1220-5400.2320

3/3/21 Previous award amount \$139,880.00

this request \$ 30,984.00

New Total

\$ 170,864.00

Thomas H. Hughes III
Superintendent of Construction Services
City of Danbury Public Works Department

MCA CA - CI Additional Services Phase 1.pdf
169K



2-1
1084 Cromwell Avenue Suite, A-2
Rocky Hill, CT 06067
Tel: 860-436-4364
Fax: 860-436-4626
www.martinezcouch.com

January 13, 2022

Thomas H. Hughes III
Superintendent of Construction Services
City of Danbury Public Works Department
155 Deer Hill Avenue
Danbury, CT 06810

Re: MCA Proposal for Downtown Danbury Transit-Oriented Development ("TOD")
Streetscape Renaissance Project, Phase I, City Project #18-13
Contract extension for Construction Inspection Services

Dear Tom:

Martinez Couch & Associates LLC. (MCA) is pleased to submit this proposal for additional construction inspection services in support of the proposed Downtown Danbury Transit-Oriented Development ("TOD") Streetscape Renaissance Project, Phase I.

1.0 SCOPE OF SERVICES

MCA's scope of services for the Phase 1 portion of the project was for a period of 120 days construction which concluded on September 2, 2021.

MCA has provided a Construction Inspector for the project. The inspector is a direct employee with RHS Consulting Design LLC.

- RHS Consulting Design LLC and MCA will support the project through to close out.
- The construction inspector will be managed internally by MCA. MCA has provided additional inspection support through the period since September 2, 2021.
- MCA has and will continue to provide additional support beyond managing the inspector.



1084 Cromwell Avenue Suite, A-2
Rocky Hill, CT 06067
Tel: 860-436-4364
Fax: 860-436-4626
www.martinezcouch.com

2.2

2.0 FEES FOR INSPECTION SERVICES

Base fee:

The inspector will be charged at a flat rate of \$114/hour.

Base contract 130 days x 8 hours/day x \$114 = \$118,560

Additional time:

30 weeks through the end of February 2022, final walk through after planting in the spring

56 hours @ \$114/hr = \$6,384

Base fee:

The project manager at a flat rate of \$205/hour.

30 weeks x 4 hours/week x \$205 = \$24,600

Additional time:

30 additional weeks through the middle of February 2022 final walk through after planting in the spring

New Contract total \$139,880 + \$6,384 + \$24,600 = \$170,864

We are pleased to assist you with this project and to find solutions that best serve the City of Danbury. If you have any questions or require additional information, please feel free to contact at 860-436-4364 ext. 630 or via email at couchre@martinezcouch.com or my mobile number at 203-627-0965.

Sincerely,

Martinez Couch & Associates, LLC

A handwritten signature in black ink, appearing to read 'Richard Couch'.

Richard Couch, P.E.

Member – Martinez Couch & Associates, LLC