

**Board of Finance Special Meeting**

**December 9, 2021 06:00 PM**

**Please click the link below to join the webinar:**

[https://us02web.zoom.us/j/83831922199?pwd=Rld0bnk5MFM3T24xTUpxNHlvT](https://us02web.zoom.us/j/83831922199?pwd=Rld0bnk5MFM3T24xTUpxNHlvTUVIZz09)

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Webinar ID: 838 3192 2199

Passcode: 530818

Join by phone: 646 558 8656

- 1 - Discussion/decision regarding a supplemental appropriation request in the amount of \$77,800 for a comprehensive Town facilities and infrastructure needs assessment study. Samantha Nestor, First Selectman; Jonathan Luiz, Town Administrator.
- 2 - Discussion/decision regarding the closeout of prior year capital projects. Rick Darling, Finance Director.
- 3 - Approval of minutes from the November 18th special meeting.
- 4 - Adjourn.

# Item 1



## **Town of Weston**

**Request for Accurate Needs Assessments**

**to apply for**

**Publicly Available Funding Opportunities**

## Situation

- There is currently an unprecedented level of state and federal grants available that can fund the Town of Weston's infrastructure needs
- Weston leadership has a fiduciary responsibility to our town's citizens to seek and maximize the utility of this funding to improve our community and minimize the need for general fund expenditures and bonding

Source	Available to Weston	Use of Proceeds	Comment
<b>American Rescue Plan Act (ARPA)</b> <a href="https://www.whitehouse.gov/america-in-rescue-plan/">https://www.whitehouse.gov/america-in-rescue-plan/</a>	\$3 million	Remediate economic and public health impact of the pandemic, Needed investments   water/sewer/infrastructure, replace lost revenue.	Already awarded; intended use could include unbudgeted facilities
<b>Connecticut Communities Challenge Grant</b> <a href="https://portal.ct.gov/DECD/Content/Business-Development/05-Funding-Opportunities/CT-Communities-Challenge-Grant">https://portal.ct.gov/DECD/Content/Business-Development/05-Funding-Opportunities/CT-Communities-Challenge-Grant</a>	\$1-10 million	"Transformative" including infrastructure, housing, mobility, public spaces, "transit, downtown/major hub development	Deadlines: First Round: December (initial) and January (full), Second Round: April (full) NOTE: 2 <sup>nd</sup> round not guaranteed to be funded.
<b>Infrastructure Investment &amp; Jobs Act</b> <a href="https://www.whitehouse.gov/briefing-room/statements-releases/2021/11/06/fact-sheet-the-bipartisan-infrastructure-deal/">https://www.whitehouse.gov/briefing-room/statements-releases/2021/11/06/fact-sheet-the-bipartisan-infrastructure-deal/</a>	Project dependent	Clean water, sewer/septic, high speed internet, roads, bridges, transit options, electric vehicle chargers, etc.	Awaiting details of opportunities for Weston preliminary responses from DPH & DEEP, as well as Resiliency Grants.

## Two Problems

### 1 No Current Needs Assessment

- Weston needs current information to quantify its facilities and infrastructure needs. In order to be competitive for the grant program, Weston will need to provide detailed information in its grant applications. This information should be based on professional, expert analysis and cost estimates.
- Weston has **NOT** conducted a *comprehensive facilities* study for the town since 2008.
- Weston has **NOT** conducted a professional comprehensive study *on town infrastructure* in decades. (water resource guide 1993, school study 1999.)

### 2 Imminent Deadline

- Deadlines for applications are in December, January, and April.
- **The Town of Weston does not have time to wait for the regular budgeting process to pay for the engineering and facilities studies.**

## Implications

- Weston has a **once-in-a-generation opportunity to invest in our town** with state and federal funding sources.
- **Expert and professional assessments of Weston’s facilities and infrastructure needs will make our funding applications competitive.**
- Necessary and professional cost estimates will enable the prioritization and utility of the various grant application opportunities.
- Cost estimation on facilities and infrastructure **informs** policy decision making – it does **not** presume a policy decision is already made.

## Need

We require a sharp understanding of what our needs are in order to be competitive. These areas include but are not limited to:

- Complete Town Facilities Assessment – \$58,800 (Techton)
- Infrastructure – Septic analysis of Municipal Campus \$19,000 (Dymar)

Total Costs for immediate Needs Assessment to competitively apply for grants and inform ARPA distribution: \$77,800

**For an investment of less than \$100,000 from our reserves, we gain access to millions of infrastructure dollars from federal and state programs that will benefit the next generation of Weston residents**



November 29, 2021

Ms. Samantha Nestor  
First Selectwoman  
Town of Weston  
56 Northfield Road  
Weston, CT 06883

**Re: Town Center Wastewater  
Consulting Services**

Dear Honorable Nestor:

Thank you for the invitation to submit a proposal for wastewater management services. I have outlined below for your consideration a proposed scope of work to assist you and your commissions in addressing wastewater management for the Town Center Master Plan. I have reviewed the salient sections of the POCD, the Town's GIS mapping, the USDA's NRCS web base soil survey, as well as the Town's Affordable Housing Plan in suggesting a scope of work to address your needs. We understand there will be numerous private and public stakeholders that will be involved in the process. Our goal will be help you determine the most cost-effective feasible wastewater option that is publically acceptable and environmentally prudent. As the scope of our work is indeterminate at this time, we would suggest to consult on an hourly basis based on a budget range of potential fees for the tasks outlined below.

**I. PROJECT UNDERSTANDING**

- **Basis:** The Town of Weston (hereinafter referred to as the Client or Town) is seeking professional wastewater consulting services to assist the Town in developing a plan on how to manage wastewater within the re-development of the Town Center Study Area. The Town center is made up of numerous individual parcels, but the majority of it is controlled by the Town and the Weston Shopping Center Associates, LLC. The POCD preferred concept identifies goals to reconfigure/convert many of the properties within the Town Center to create new opportunities for residential, commercial and office space development, including community and civic space, improved pedestrian amenities and public safety, and improved parking and connectivity, developed as a new gathering place within a Village Center. The demand for increased water supply and septic capacity will be increased, thus an important infrastructure component to achieve the desired vision.
- **Objective:**
  1. Collect and evaluate background data on historical soil data, water supply data and health department records for existing land uses as are available.
  2. Estimate potential wastewater flows for the Conceptual Land Use scheme of each property outlined in the POCD.



3. Rank properties for septic suitability and potential septic capacity in accordance with the Public Health Code; address if any excess capacity exists on individual parcels.
  4. Conduct test pits on select properties to verify soils for septic suitability and potential capacity
  5. Prepare a Feasibility Concept Plan based on input from the various stakeholders; including the potential subdivision or combining of parcels; review land use options
  6. Develop a high level opinion of potential project costs for conventional and AT systems
  7. Prepare a Professional Opinion letter of DYMAR's findings
- **Other Important Facts:** Potential other outside services include an Excavator for site testing, assumed to be provided by Town forces.

## II. **BASIC SCOPE OF SERVICES**

DYMAR's scope of work is defined by Phase and Tasks in response to satisfy the proposed objectives. The tasks that are noted, If Necessary, are either optional or determined to be necessary as recommended, post inspections.

### **Phase I – Wastewater Management Services (015)**

#### **Task "1A" – Investigations (110):**

- 1A.1 Data Collection and Document Coordination - Obtain copies of available existing site data, studies, surveys, soils information, and existing published data and records, as available, from the Client, local, state and federal sources. No new surveys will be prepared at this time. Conduct research Weston/Westport Health and local land use records.
- 1A.2 Mapping: DYMAR shall rely on the Town's existing conditions GIS mapping and record as-builts from the health department. The Town shall provide DYMAR with planimetric map coverage that is compatible with AutoCAD ver. 18.
- 1A.3 Site Visit and Evaluation – meet with the Client to conduct an initial site visit of the Town Center Area to make a visual inspection of existing site conditions, infrastructure including drainage and document our findings.
- 1A.4 Coordinate with the Town the assimilation of parcel data to forecast potential usable acreage and land use development options for each parcel. Assemble into a tabular format.

#### **Task 1B – Wastewater Management Studies (140):**

This task consists of understanding the current conditions unique to the planning area, and then developing future wastewater projections based on the forecasted future conditions of the planning area. The needs is projected and prioritized based on a planning period, the

potential economic growth of the community, water consumption and disposal forecasts, and identifying environmental, economic and regulatory controls unique to the planning area. This process of needs assessment requires a coordinated effort with the Town's agencies and land use plans, both on technical and policy issues. Discussions with private property Owners are also necessary as outlined in the POCD. Once the needs and problems are identified, then the focus can turn to the development and screening of alternatives, ranking them according to a matrix of qualitative and quantitative criteria. The following outlines the subtasks anticipated to address the study goals.

**1B.1. Assess Current Conditions –**

- Assess existing conditions for the planning area, including land use practices, to estimate potential net developable area by parcel for both existing uses and vacant properties. Land will be evaluated for steep slopes, soils and groundwater conditions, proximity to wetlands, watercourses and flood plains, open space and environmentally sensitive areas.
- Assess Existing Wastewater Disposal Practices from existing uses based on best available information from Town and health Department resources. Estimate wastewater volumes based on standardized practices for identified use categories.
- Identify existing environmentally sensitive areas which could be impacted by wastewater disposal practices.
- Summarize and State and Federal regulatory constraints that would impact wastewater management options.

**1B.2. Assess Future Conditions -**

- Review and Compile, with the assistance of the Town, a future projection land use plan showing an assumed hypothetical 20 year economic development build-out projection based on current zoning delineations and regulations.
- Calculate forecasted wastewater flows to be generated at build-out for the uses assumed.

**1B.3. Identify Wastewater System Needs, Opportunities and Constraints -**

- Delineate on-site wastewater compliance practices, criteria, efficiencies and limitations as is relates to the planning area growth opportunities
- Review and rank properties with the Town which have the greatest need for conventional on-site disposal practices which will promote potential economic development opportunities
- Identify potential problems and constraints in delivering wastewater options.

**1B.4. Identification and Development of Alternatives -**

- Compile a list of conventional and alternative treatment technologies that are consistent with state regulatory practices. This will include the optimization of existing on-site disposal practices; decentralized AT and disposal alternatives;

- Summarize regulatory compliance criteria and thresholds
- Delineate problem areas where individual site capacity and sensitive environmental receptors prohibit conformance to acceptable regulatory practices.
- Identify flow and load reduction measures

**1B.5. Evaluate and Screen Alternatives –**

- Develop an evaluation matrix screening methodology to screen the various alternatives and technologies for wastewater treatment and disposal. Review the matrix with the Town.
- Matrix shall include, but not limited to, an opinion of relative project costs, land requirements, ease of implementation and public acceptance, reliability and flexibility, and direct and indirect environmental impacts.
- Review, compare and rank alternatives in selecting a plan; determine if more detailed evaluation is required.
- Prepare figures, illustrations and exhibits of the various alternatives utilizing GIS base mapping, where appropriate.
- Summarize the details of the Recommended Plan

**1B.6. Opinion Letter Report -** DYMAR shall submit an opinion letter to the Consultant, summarizing our findings and recommendations for any necessary repairs or upgrades to the existing leaching systems.

**Task 1C – Field Testing (115):**

**1C.1** Deep Test Holes (If necessary) (11502) - DYMAR shall conduct subsurface site tests to a maximum of 2 crew days. Coordinate with the local health office for any testing. Compile field logs of soils encountered, including depth; thickness of soil lenses, soil structure, etc. as well as evidence of groundwater modeling and seasonal conditions. Conduct percolation tests. DYMAR will assist the Client with scheduling an excavator to perform the work. PVC standpipes supplied by the excavator shall be installed at each deep hole and at other locations for groundwater monitoring.

**Task “1D” – Meetings and Communications (260):**

DYMAR shall attend scheduled meetings or communicate/consult by telephone, zoom with the Client, regulatory agencies or officials during normal business hours on an hourly basis, to obtain feedback regarding the progress of work and to obtain input from the Client. We are assuming four meetings with the Client plus 4-6 hours of other various communications.

### III. DELIVERABLES

- A. **Drawings:** Feasibility Wastewater Management Plan
- B. **Reports:** Opinion Letter of findings, recommendations and attachments.
- C. **Copies:** DYMAR will supply the required number of copies for distribution as requested by the Client in accordance with direct reimbursable schedule.
- D. **Schedule:** TBD – likely initiate work with data collection during the month of December;

### IV. PROPOSAL QUALIFIERS

- A. A service period of one (1) year has been established for the basis of setting fees.
- B. The proposal shall remain in effect for a period of 45 days, remaining confidential and legally privileged information. Disclosure to anyone other than the recipient of this proposal shall require prior approval from DYMAR.
- C. The cost of Outside Services for an excavator shall be paid for the Client.
- D. Meetings are portal-to-portal
- E. Meetings are invoiced portal-to-portal.
  - 1. Design, Regulatory Procurement and Construction Services
  - 2. Analysis of alternatives sites
  - 3. Request for work not covered under the basic services.

### V. CLIENT'S RESPONSIBILITIES

- A. Provide all criteria and full information as to the Client's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, which the Client and Client will require to be included under this agreement.
- B. Assist DYMAR by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to planning, design or construction of the project.
- C. Furnish to DYMAR, as required for performance of DYMAR's scope of services, data prepared by or services of others, including, without limitation, core borings, probing, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of

samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property descriptions; zoning, deed or other land use restriction; structural designs; and other special data or consultations not covered in the scope of services; all of which DYMAR may rely upon in performing their services.

- D. Arrange for access to and make all provisions for DYMAR to enter upon public and private property as require for DYMAR to perform their services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by DYMAR; obtain advice of any attorney, insurance counselor and other consultants as the Client deems appropriate for such examination; and render, in writing, decisions pertaining thereto, within a reasonable time so as not to delay the services of DYMAR.
- F. Arrange for the Client to pay for all approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- G. Designate, in writing, a person to act as the Client's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instruction, receive information, interpret and define the Client's policies and decisions with respect to materials, equipment, elements, and systems pertinent to DYMAR's services. The Client's representative shall be Mr. Don Gary.
- H. Give prompt written notice to DYMAR whenever the Client observes or otherwise becomes aware of any development that affects the scope of timing of DYMAR's services.
- I. Furnish or direct DYMAR to provide necessary additional services as may be required.
- J. Pay consultant promptly in accordance with the terms and conditions contained in this agreement.

VI. **FEES**

Refer to Appendix "A", attached and made part of this contract, for Compensation and Standard Service Conditions.

Thank you and DYMAR hopes this will be the start of a long and mutually beneficial professional relationship. Kindly sign the proposal and e-mail the signature page for our records.

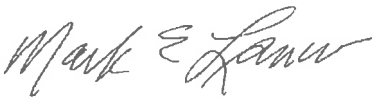
Very truly yours,

Accepted by:



\_\_\_\_\_  
Diane Bolder Lancor  
It's President

\_\_\_\_\_  
Authorized to Execute  
on behalf of The Town of Weston



\_\_\_\_\_  
Mark E. Lancor, P.E.  
Attachment

\_\_\_\_\_  
Witness

## APPENDIX "A"

### COMPENSATION AND STANDARD SERVICE CONDITIONS FOR WASTEWATER MANAGEMENT CONSULTING SERVICES Town of Weston, Connecticut

#### I. COMPENSATION

##### A. BASIC SERVICES – For Budgeting Purposes, Good Faith Estimate

DYMAR shall be compensated for the services provided on a lump sum fee basis, plus services paid on an hourly and per diem basis, plus reimbursement of direct expenses incurred on behalf of the project, not to exceed the aggregate of the limit indicated below without prior written authorization from the Client (Town of Weston).

<u>Phase I– Wastewater Management Services (015):</u>	<u>\$ Budget Range</u>	
<u>Basic Services – Engineering</u>		
<u>Task "1A" - Investigations (110), hourly</u>	\$2,000	\$2,500
<u>Task "1B" – Wastewater Management Studies, hourly</u>	\$8,000	\$9,500
<u>Task "1C" – Field Testing (115), hourly</u>	\$2,500	\$3,500
<u>Task "1D" – Meetings and Communications (260), Client, Team and Regulatory, hourly</u>	\$3,500	\$4,000
<u>Phase I Estimated Service Fees</u>	<u>\$16,000</u>	<u>\$19,500</u>

##### B. OUTSIDE CONSULTANTS

Compensation for any special service consultants requested by the Client to participate in this project, as a sub consultant to DYMAR shall be paid for directly by the Client at the sub consultant's direct cost. Any costs for services provided by others and paid for by DYMAR shall be invoiced to the Client with a ten percent (10%) service charge for handling and administration of such fees. Client's written approval required for any outside consultant.

##### C. REIMBURSABLE EXPENSES

In addition to the basic service fees, DYMAR shall be paid for all direct expenses incurred on behalf of the project. These may include, but not necessarily be limited to, the following items:

1. Travel: Car mileage at \$0.66/mile to locations directly related to the work.
2. Express mailings and shipping charges required of DYMAR by the Client or on behalf of the project.

3. Purchases of documents, mapping, regulations and research material required for the project.
4. Photographs, reproduction and printing services, including in-house printing services for drawing prints, color copies and Xerox copying for regulatory submissions, meeting reviews and sets provided to the Client and consultants. The schedule of in-house printing and copying and copying services are as follows:
  - Black Line Drawing Prints @ \$0.50/sft
  - Full Size Color Prints @ \$2.00/sft
  - Reduced Size Color Prints @ \$3.00/sft
  - Copying for Reports, Applications and Supporting Documentation, hourly per Rate Schedule
  - Mylar Drawings @ \$150 each

The cost of direct reimbursable expenses is budgeted at **\$300 plus \$200 for printing**. All charges for reimbursable expenses for outside services and direct expenses, paid by DYMAR, shall include a ten percent (10%) surcharge for administrative and carrying expenses.

**D. Rate Schedule**

The hourly rates for each classification of employee recognized as potentially being assigned to the project thru 2022 are as follows:

1.	PRINCIPAL ENGINEER/OFFICER-IN-CHARGE	\$205.00
2.	PROJECT MANAGER/CHIEF ENGINEER/PRINCIPAL LAND SURVEYOR	\$175.00
3.	CHIEF OF SURVEY/SENIOR PROFESSIONALS - LEVEL VI	\$160.00
4.	PROJECT REGISTERED LAND SURVEYOR	\$145.00
5.	SENIOR PROFESSIONALS / LEVEL V	\$145.00
6.	PROJECT PROFESSIONALS LEVEL IV	\$125.00
7.	DESIGN – PROFESSIONALS LEVEL III	\$115.00
8.	DESIGN – PROFESSIONAL LEVEL II	\$105.00
9.	JUNIOR ENGINEER	\$90.00
10.	SENIOR CAD/PARTY CHIEF	\$85.00
11.	TECHNICIANS / JUNIOR CAD	\$75.00
12.	CLERICAL	\$60.00
13.	TWO MAN SURVEY CREW	\$160.00
14.	THREE MAN SURVEY CREW	\$195.00
15.	GPS FIELD OPERATOR	\$125.00



16.	SPECIAL INSPECTOR	\$140.00
17.	CHIEF RESIDENT INSPECTOR – LEVEL III	\$125.00
18.	INSPECTOR – LEVEL II	\$105.00
19.	INSPECTOR – LEVEL I	\$95.00

When a project is pushed beyond the calendar year, DYMAR reserves the right to adjust its rates to cover increases in its operating and payroll expenses. The hourly rate schedule will be adjusted accordingly, if extended beyond the service period and the upset fee limit is subject to renegotiation based on the work outstanding.

**E. Additional Services**

When authorized orally by the Client or in writing by addendum to the contract, DYMAR shall be paid for additional services a lump sum amount mutually agreed to by both parties or paid hourly on the basis of the rate schedule listed under Section I.E.

**F. Hourly Fees**

Hourly budget fees are provided for tasks which the scope and time required to complete the work cannot be fully defined and, thus, a fixed cost cannot be reasonably determined. DYMAR has provided a good faith estimate based on information currently known about the Project and for an assumed level of effort. DYMAR cannot and does not guarantee the work to be completed within the hourly estimated fee. The time actually spent will be the basis for compensation at the hourly rates per the rate schedule; invoicing provided with support documentation of how the time was spent. The Client is to pay for the time actually spent in effect when the Basic Services are performed.

**G. Fixed Fees**

Fixed or lump sum fees shall be invoiced based on a percentage of the estimated work completed within the monthly billing cycle. The Client is not entitled to any additional supporting documentation.

**II. PAYMENTS**

- A. DYMAR will invoice the Client on a monthly basis reflecting the aggregate of the service charges expended for the project as a percentage of the lump sum fees, plus services provided under hourly billing rates, plus reimbursable expenses, plus other outside services approved by the Client, as incurred.
- B. The Client shall pay DYMAR within thirty (30) calendar days from the date of the monthly invoice. The exception is that no base survey mapping shall be released or documents submitted for the purposes of filing regulatory applications unless the Client is current on payment with DYMAR for services rendered to date.

- C. The Client in executing this agreement acknowledges that it is adequately capitalized and will maintain sufficient funds to pay DYMAR for the services rendered thru out the project. The Client will also give a 45 day minimum written notice to DYMAR, if for any cause; the Client knowingly is unable to meet its fiduciary obligation to pay for such services, and then at will DYMAR will be entitled to immediately suspend work until such time the Client has sufficiently funded the project and continues to maintain a sufficient deposit on account with DYMAR for the work remaining. Failure by the Client to sufficiently give adequate notice shall constitute a default under the contract.
- D. The Client is responsible for reviewing invoices promptly and, if there are any charges which are in dispute, it is the responsibility of the Client to notify DYMAR in writing of the charges in dispute within 15 calendar days of the dated invoice, otherwise the Client is obligated to pay for the services rendered. DYMAR and the Client shall resolve such disputed charges in a timely manner, mutually acceptable to both parties and either party must cure said default within five calendar days upon agreement. Disputed charges shall mean those that are not identified in the contract and those that have not received the Client's prior approval, written or verbal. Any charges which are not disputed cannot be withheld from payment in accordance with paragraph B. Client's payment of the invoice will acknowledge that the Client is satisfied with DYMAR's services and knows of no defect or deficiency in the services rendered.
- E. If the Client fails to make payment within thirty (30) calendar days from the date of the monthly invoice, the amounts due DYMAR shall be increased by additional funds payable at a rate of one and one-half percent (1-1/2%) per month thereafter (minimum charge of \$1.00 per month) or the maximum rate allowed by law, whichever is less.
- F. If the Client fails to make payment within thirty-five (35) calendar days of the monthly invoice, or the work in progress, subsequent to the last invoice, is approaching the amount paid in advance by retainer, DYMAR will be forced to suspend work and will not proceed further until the account has been paid in full. In the event DYMAR has to file suit to enforce the recovery of overdue payments, the Client will satisfy the account in full, plus reimburse DYMAR for court costs and reasonable attorney fees.
- G. In the event of termination by the Client of DYMAR's service agreement or a delay of more than sixty (60) days, DYMAR shall be paid for all expenses incurred to date of termination or delay, plus additional reasonable costs incurred in closing out the service agreement. The close-out costs shall be billed in accordance with the rate schedule.
- H. In the event the Client resumes services after any suspension or delay in the work, either by request to suspend services or due to the curing of outstanding payments due. DYMAR reserves the right to an equitable adjustment in the schedule and potential compensation to reflect additional costs caused by such suspension or delay.
- I. For additional services, DYMAR shall be paid an amount mutually agreeable, to both parties when authorized by the Client, either by oral instructions to DYMAR by the Client or as defined in writing by an addendum to the contract.

### **III. STANDARD SERVICE CONDITIONS**

#### **A. Right-of-Entry**

Unless otherwise agreed, the Client will furnish right-of-entry on land for field inspections, field surveys, obtaining samples, borings, and other explorations. DYMAR will take reasonable precautions to minimize damage that may result from its operations. If DYMAR is required to restore the land to its former condition, this will be accomplished, and the cost will be added to our fee.

#### **B. Ownership of Documents**

1. All reports, field data and notes, laboratory test data, calculations, estimates, drawings, specifications, and other documents prepared by DYMAR are instruments of service. If the Client elects to terminate this agreement, DYMAR shall release to the Client a copy of any document in electronic form and reproducible of any drawing, provided the work has been fully paid for and only upon request. DYMAR shall be reimbursed for all costs incurred to reproduce any such document or drawing. The Client also agrees that all documents and drawings DYMAR has furnished the Client and its agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever. DYMAR shall not be liable for the use or reuse of any work prepared by DYMAR, which has been revised, modified or altered, without DYMAR's written concurrence and under its direct supervision.
2. DYMAR shall not be liable should the original electronic copies be in any way changed, revised or modified without DYMAR's written concurrence, or misused in any form. It is further agreed that the Client will hold harmless and indemnify DYMAR for any claim or liability arising out of the aforesaid.
3. DYMAR will retain all pertinent records (excluding samples) relating to services performed for a period of three years or as required by law, local ordinance or to protect the Client's rights to complete the project.

#### **C. Owners Documents**

The Client will provide DYMAR with copies of all relevant existing reports, maps, plans, test data, etc., necessary to complete the project without charge. DYMAR will return the documents if requested to do so.

#### **D. Standard of Care**

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

#### **E. Insurance**

DYMAR is protected by Workmen's Compensation Insurance (\$500,000 limit), General Liability (\$1 million limit) and Professional Liability Insurance (\$500,000 limit). DYMAR will furnish information and certificates at the Client's request. DYMAR will not be responsible for

any loss, damage or liability beyond the amounts, limits and conditions of such insurance. DYMAR will not be responsible for any loss, damage or liability beyond the amounts (see Risk Allocation Clause) arising from the Client's negligent acts, errors, and omissions and those by the Client's staff, consultants, contractors and agents or from those of any person for whose conduct DYMAR is not legally responsible.

**F. Risk Allocation Clause**

The Client and DYMAR have discussed the risks, rewards and benefits of the project and DYMAR's total fee for services. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, DYMAR's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the fee or a total amount of \$250,000, whichever is the lesser. Such causes include, but are not limited to, DYMAR's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**G. On-Site Services During Construction**

DYMAR, upon the Client's written request, will provide personnel to observe and report to the Client on specific aspects or phases of the project construction. DYMAR's observation services do not include any supervision or direction of work of any contractor and subcontractor, or their respective employees, agents or servants. The Client shall notify each contractor and subcontractor that DYMAR's observation services do not include supervision or direction of the work and that neither the presence of DYMAR's field representative nor the services of observation and testing by DYMAR, shall excuse the contractor or any subcontractor from the obligation to correct any defects then or thereafter discovered in the respective contractor's or subcontractor's compliance with the provisions of any contract, nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery, equipment, safety precautions or procedures.

**H. Responsibility for Construction Cost**

Since DYMAR has no control over the cost of labor, materials or equipment, or over the contractor(s)' method of determining prices or over competitive bidding or market conditions, the estimate of project construction costs when provided for in DYMAR's services is to be made on the basis of its experience and qualifications and shall represent its best judgment as design professionals familiar with the construction industry. However, DYMAR cannot and will not guarantee that proposal bids or the project construction costs will not vary from estimates prepared by them.

**I. Hazardous Materials**

Pollutants; Asbestos. If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of the work, DYMAR shall have the right to:

1. Suspend its work immediately;
2. Terminate the work described in the proposal, upon ten days of written notice of intent to terminate, unless both parties agree upon a mutually satisfactory amendment to the proposal

that may include a revision of the scope of services, adjustment of budget estimates, revised terms and conditions, and revised fees.

The Client shall remain liable for and shall pay for all fees and charges incurred under the provisions of the proposal through the date of termination, notwithstanding Client and DYMAR having reached a new, mutually satisfactory, revision of their agreement.

**J. Client's Duty to Notify DYMAR of Hazards**

Client represents and warrants that it will provide DYMAR with any and all information known or suspected by the Client with respect to:

1. The existence or possible existence at, on or under the site with respect to any hazardous materials, pollutants or asbestos as defined in the Federal Water Pollution Control Act; the Federal Comprehensive Environment Response, Compensation and Liability Act of 1980; the Resource Conservation and Recovery Act of 1976, or under the provisions of federal, state, and local laws of similar import now or hereafter existing;
2. Any condition known to the Client to exist in, on, under or in the vicinity of the site which might present a potential safety hazard or danger to human health or the environment;
3. Any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state, or local laws relating in any way, directly or indirectly, to the past or present environmental conditions at the site.

November 25, 2021

Samantha Nestor  
First Selectwoman  
Weston Town Hall  
56 Norfield Road  
Weston, CT 06883

**Re: Proposal for Additional Services ~ Town Buildings/Sites  
Conditions Assessment, Order of Magnitude Costs, Program Identification**

Dear First Selectwoman Nestor,

Thank you for the opportunity to provide a proposal for additional professional services related to the review of town owned building and properties as discussed during our initial review meetings. We recognize the value of preparing a review of the existing conditions and use analysis in the context of developing a long-range plan. This wholistic approach by the community will allow for both long term budgeting and delivery of exceptional programming in a transparent and fiscally responsible way. Collectively we understand that the ultimate goal is to develop a roadmap that will align and optimize the community's assets, program and operations to create the best future for Weston.

Outlined herein is a listing of the additional buildings/properties along with the basic scope of work.

**Scope of Work**

The **additional properties** to be included in the analysis are as follows:

1. Town Hall @ 56 Norfield Road (*Building 1, Building 2 ~ Police, and Building 3 ~ Fire as defined by GIS mapping*)
2. Public Works Garage @ 135 School Road
3. Landfill/ Transfer Station @ 237 Godfrey Road (*Building structures only*)
4. Public Library @ 56 Norfield Road
5. Morehouse Farm Park (*structures with basic site review*)
6. Bisceglie Scribner Park (*structures with basic site review*)

The work will include the following activities:

1. **Existing Conditions Assessment:** Review existing documentation, previous studies, and existing field conditions, to create a broad assessment of existing facilities, noting building condition and/or code deficiencies. This work will include a design team walkthrough of each property to visually observe the conditions. Our review will be based upon this visual observation, information provided by the owner (drawings and reports) and input from various users of the property. The deliverable will include a narrative of the conditions based on the following categories: Site, Exterior Envelope, Interior Conditions, Fire Protection, Plumbing, HVAC, Electrical, Lighting, Fire Alarm, and Tele/Data. In addition, we will outline deficiencies found as it relates to current building codes and life safety requirements. Please Note: Development of detailed building condition assessments based upon testing of equipment, technical surveying, and/or destructive testing is not considered part of the scope of this project. Additionally, our accessibility review will be limited to building code deficiencies and not include review of ADA as it relates to operations of the facility. Please refer to the written scope included herein for further detail.

**a. The projected effort for this work is as follows:**

Work assumes 2-3 days of field observations and walkthroughs to collect existing conditions, provide brief narrative summarizing the existing conditions, deficiencies, and recommendations as per categories identified below (site, architectural exterior, architectural interior, basic code life safety and accessibility, fire protection, plumbing, HVAC, Electrical/Lighting). This scope includes the generation of a report and assumes two - 2 hour virtual meetings to review our findings.

- 2. Order of Magnitude Costs:** Prepare order of magnitude costs estimates for the creation of an interactive Capital Improvement Program (CIP) matrix to be utilized as a planning tool for short, medium and long-range maintenance and capital improvement projects. We will work with the owner to conduct a brief overlay analysis to determine priorities to maximize value and efficiencies of planned projects. All costs will be based upon historical averages collected via current and past projects. It is the responsibility of the owner to make yearly adjustments as required for inflation, accelerated deterioration of the identified deficiencies, emergency repairs and market conditions.

**a. The projected effort for this work is as follows:**

Work assumes virtual meetings (two in total) to discuss site/buildings as defined in the list included herein, provide an order of magnitude cost estimates based upon CSI divisions, provide spreadsheet for Capital Improvement Program (CIP) prioritization.

- 3. Program Development & Identification:** Our team will schedule programming discussions with the owner and representatives from each program to review current program and future programmatic needs, identify any efficiencies that may occur with the juxtaposition of similar and/or related programs, and develop an adjacency matrix to solidify operational synergies. We will take into account the prior studies, assess the function, compare the space needs to industry standards/benchmarking, and assemble the programmatic needs of each use in a program summary table by department or function, amount, area required, and any specialized needs. This information can then be compared to the useable areas in the existing building to determine optimal use. As discussed, these program sessions will be limited to the Town Manager and one to two town representatives in an effort to streamline this effort. Meetings with staff from each department are not anticipated as a part of this effort.

**a. The projected effort for this work is as follows:**

Work assumes virtual meetings (two in total) to discuss site/buildings as defined in the list included herein, provide a summary of needs, and document into a report and/or presentation.

**Schedule** ~ The proposed schedule is defined herein and based upon receipt of notice to proceed.

Scope Activity	Estimated Effort
1. Existing Conditions Assessment Report	4 Weeks
2. Order of Magnitude Costs	2 Weeks
3. Program Development & Identification	3 Weeks

**Cost of Services** ~ The following proposed lump sum fee will be applied via monthly invoices to the completion of the tasks identified:

Scope of Work	Proposed Fee
1. Existing Conditions Assessment Report	\$24,000
2. Order of Magnitude Costs	\$20,100
3. Program Development & Identification	\$14,700

*Note: Estimated reimbursable expenses inclusive of travel, copies, printed graphics, and reports is estimated at \$1,500*

**Clarifications and Exclusions**

1. Accessibility Review – As per the town administrator, a review of the properties for compliance with current accessibility codes for the state of CT (CT and ANSI building codes and guidelines) is not included in this scope of work.
2. Phase I and/or hazardous and/or environmental identification, review, and reporting is not included in the scope of work.
3. In-house order of magnitude cost estimates are included in this proposal. Independent third-party cost estimates are excluded.
4. Other exclusions: Geotechnical, field verification and measurement of existing buildings, survey, borings, destructive investigation or analysis (including roof test cuts or opening of concealed conditions), OSTA, traffic review, LEED Certification, population or submission of grant application and permitting.
5. Scope of work is based upon owner providing full access to all buildings in an expeditious manner, accurate existing conditions as built drawings for all trades/disciplines, and number of progress meetings with owner selected working group to review and confirm progress as defined/included herein. Additional review and/or committee meetings will be billed hourly as an additional service.

On behalf of Tecton Architects, we are enthusiastic about the prospect of working with you on this additional scope of work and we look forward to working together to create exciting solutions for the community of Weston.

Sincerely,



Jeff Wyszynski, AIA  
Principal, COO  
Tecton Architects pc  
jeffw@tectonpc.com  
860.990.6950

Accepted and agreed to on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Town of Weston

\_\_\_\_\_  
Printed Name / Title



# Item 2

**CAPITAL PROJECT CLOSE OUTS**  
**DECEMBER, 2021**

<b>Project Year</b>	<b>Project Name</b>	<b>Original Budget</b>	<b>Available Balance</b>	<b>Comments</b>
2017-18	Vehicle Sinking Fund	150,000	(10,557.61)	Close out and apply against to FY '22 budget appropriation.
2017-18	BOE Security Initiatives	44,187	615.00	Close out.
2017-18	BOE Oil Tank Sinking Fund	51,500	12,838.34	Close out.
2018-19	Vehicle Sinking Fund	123,000	(3,111.00)	Close out and apply against to FY '22 budget appropriation.
2019-20	BOE 6th Grade Locker Replacement	49,500	13,250.00	Close out.
2019-20	BOE Roof and Concrete Repairs WIS, HS	65,000	3,690.05	Close out.
2020-21	Fire Dept Breathing Apparatus	163,217	72,280.82	Close out. Surplus a result of grant funds received by Fire/EMS.
2020-21	BOE High School Roof Repairs	347,320	16,880.53	Close out.
2020-21	Replace Steam Traps East House	125,000	(23,678.50)	Close out.
2020-21	BOE Gym Air Handling Unit	50,000	(1,105.00)	Close out.
2020-21	BOE Soundproof Music Room HS	17,372	715.00	Close out.
2020-21	Hart Lane Drainage	45,000	12,540.00	Close out.
2020-21	Senior Center Vestibule and Entry	80,000	16,471.01	Close out.
2020-21	Culvert Repair Timber Lane	40,000	5,270.00	Close out.
2020-21	BOE WIS Window Repairs	5,000	(4,524.61)	Close out and apply against to FY '22 budget appropriation.
<b>Total Project Close Outs</b>			<b>111,574.03</b>	
	Transfer to Fiscal Year 2021-22 Project		(18,193.22)	
	Remain in Capital fund		129,767.25	

# Item 3

**Board of Finance Special Meeting**  
**Minutes**  
**November 18, 2021 06:00 PM**

**Call to order:** Board of Finance Chair, Steve Ezzes called the meeting to order at 6.05pm. Also in attendance were Board of Finance members Rone Baldwin, Dick Bochinski, Jeff Farr, Amy Gare, Michael Imber, Jamie Zeppernick, Town Administrator Jonathan Luiz, Finance Director Rick Darling, WPS Finance Director Phil Cross, WPS Superintendent Lisa Wolak, Board of Education Chair Tony Pesco

- 1. Discussion regarding the Board of Education's fiscal year 2021-22 financial report. Phil Cross, Director of Finance and Operations:** WPS Finance Director Phil Cross provided an update on the Board of Education's Fiscal year for 2021-2022. He said they were expecting a full spend of the budget and no significant items to report as it is very early in the year. Mr. Farr asked a question about the benefit package and whether that was offset by the salary savings, and if there was any payback with the early retirement programs. Mr. Cross mentioned that they are anticipating a \$10k saving for the year. Mr. Baldwin asked about the variance in equipment purchasing costs. Mr. Cross responded saying that was for the full spend of the equipment.
- 2. Discussion regarding the FY 2021-22 financial report for the Town. Rick Darling, Finance Director:** Finance Director Rick Darling provided an overview of the current tax collections which is pacing higher than last year. He estimates a \$140K surplus for now. Mr. Farr asked if the FEMA reimbursements had already been spent. Mr. Darling said that yes this was a reimbursement of funds spent last fiscal year. Mr. Farr asked if there were funds left over and whether this could be used to help with the last storm damage. Mr. Luiz said that they were hoping to be reimbursed for Hurricane Ida, the last storm. Mr. Darling noted a few departments and areas that are expected to trend under or over budget and answered a few questions. Mr. Ezzes asked questions about the State Communications system. Mr. Luiz provided more details on this. Mr. Imber asked when to expect the report from the Land Radio Consultant. Mr. Luiz said he thinks this should still take several months. Mr. Darling spoke to the 27<sup>th</sup> pay period line, which occurs once every 11 years. Previously the Town handled this with a supplemental appropriation. Mr. Darling mentioned the \$373K capital expenditure for the paving and water systems, the latter of which could be offset by the ARPA funding. He then went on to speak about the fund balance which is estimated at \$17.1mm – less certain anticipated expenditure commitments will bring it to \$14.5mm which will still be at a projected 18.7% against next year's budget. Mr. Ezzes asked if the Fromson Strassler money was included in this, Mr. Darling said that no, it was not and the ARPA funds were not included as well.
- 3. Discussion regarding Town unassigned fund balance forecasts. Rone Baldwin, Board of Finance; Rick Darling, Finance Director.** Mr. Baldwin spoke about the 18.7% Unassigned Fund Balance showing the adjustments of the communications system and 27<sup>th</sup> payroll amongst other items. Basic message is that we are in good shape to cover the 5 year capital plan expenditure put in place for next year without incurring a big increase in the tax rate to accommodate it.
- 4. Approval of minutes from the October 14th special meeting. Mr. Bochinski moved to approve the minutes from from the October 14<sup>th</sup> special meeting. Mr. Farr seconded this. The motion carried unanimously.**
- 5. Adjournment: Mr. Bochinski moved to adjourn the meeting at 6.41pm Ms. Gare seconded this. The motion carried unanimously.**

Minutes submitted by: Sara Beer, Executive Administrative Assistant.