

BOARD OF SELECTMEN REGULAR MEETING
Monday, March 6, 2023
4:00 pm
Via Webex & In-Person at
BOE Conference Room 295 A/B
501 King Hwy E. (across from Goodwill)
Fairfield, CT 06825

A recording of this meeting can be found here: [BOS Penfield Funding Meeting 3.6.23.](#)

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas Flynn, Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: CEO Tom Bremer, Planning Director James Wendt, Project Engineer Elias Ghazal, Attorney John Stafstrom, Town Attorney James Baldwin, CFO Jared Schmitt, Interim DPW Director John Marsilio, Parks and Recreation Director Anthony Calabrese, FairTV, members of the public

1) **CALL TO ORDER**

First Selectwoman Kupchick called the meeting to order at 4:00 pm.

2) **PLEDGE OF ALLEGIANCE**

First Selectman Kupchick led the Pledge of Allegiance.

First Selectwoman Kupchick then said, "It is with deep sadness the Town of Fairfield, CT shares the passing of retired Assistant Fire Chief Chris Tracy. Chris was the driving force behind the Fairfield Regional Fire School. Chris will always be remembered as a consummate gentleman and passionate about proper training for the department. Please keep Chris' family and the Fairfield Fire Department in your thoughts and prayers during this very sad time. Godspeed Chris."

First Selectwoman Kupchick asked for a moment of silence.

3) **FIRST SELECTWOMAN/CAO/ENGINEERING DEPARTMENT** *(requires Board of Finance and RTM approval)*

To hear, consider and adopt a bond resolution entitled, "A resolution appropriating \$3,000,000 FOR THE PENFIELD PAVILION FOUNDATION AND CONSTRUCTION PROJECT AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION."
See Full Resolution in Backup

First Selectwoman Kupchick introduced the panel of Town personnel involved in the Penfield Pavilion project. She also introduced Attorney John Stafstrom as Bond Counsel regarding bonds that have been put aside to help pay for Fill Pile issues. First Selectwoman Kupchick went through a Powerpoint presentation that addressed questions as to the why and how the Town is in this situation and the why and how the Town will pay for it and what options are on the table. She said there are two scenarios at this point:

Option 1 – Maintain Building and remediate and fix foundations - FEMA Notice of Violation (NOV) - which comes to a total estimated cost of \$11.5 million.

Option 2 – Demolition the building and remediate and rebuild basic necessities which comes to a total estimated cost of \$8.5 million.

First Selectwoman Kupchick said FEMA will look at the Penfield building as two separate sections - the locker rooms and the main building. She said the main building needs to be fixed, but the locker rooms do not.

First Selectwoman Kupchick discussed the process that brought the Administration where it is now. She said there has been constant contact with FEMA for two years to try and downgrade the NOV without success and now a decision has to be made by March 31, 2023 so FEMA can see action is being taken to fix the situation. She said if the Town does not meet the deadline of March 31st and does nothing, FEMA can take other action that would negatively impact the Town. First Selectwoman Kupchick said almost 1800 residents are eligible for the 10% discount on their Flood Insurance and there is a strong possibility that FEMA will take away the eligibility of Town residents using the flood insurance discount now and then the Town would have to reapply for eligibility that could take years.

Selectman Flynn made a motion to adopt the resolution appropriating \$3 million for the Penfield Pavilion project. Selectwoman Lefkowitz seconded the motion.

Selectman Flynn made a motion to amend the original resolution to the new resolution that has been presented. Selectwoman Lefkowitz seconded the amendment. (See Full Resolution Below).

Selectwoman Lefkowitz said has many concerns regarding the resolution. First Selectwoman Kupchick said the Judge in the Fill Pile case said this is the worst case in the Town of Fairfield and the most complicated case in the State. Selectwoman Lefkowitz referred to the March 31st deadline and said she is not denying that it is a horrible situation, but feels the Administration should not rush into a decision.

There was discussion with Planning Director James Wendt, Project Engineer Eli Ghazal and the others on the panel regarding the NOV and the March 31st deadline. The comments were passionate for both options and regarding finances. The panel explained that they used local contractors to provide feedback on all costs in proposals. CEO Tom Bremer expressed his concern that there might be more fill under the building to be removed than is thought now. **Selectwoman Lefkowitz reiterated her original suggestion to buy time to make a decision.** The others on the Town panel did not think that decision would be in the best interest of the Town as there were many residents who participate in the discount program who don't live near the beach and wouldn't want the Penfield situation to have an effect on their flood insurance. It was also mentioned that if FEMA moved the Town to suspension of the program it could have a catastrophic effect on the marketplace.

The First Selectwoman opened the meeting to public comment:

- Katie Lawrence – 6 Carlton Street

- Elizabeth Zezima – RTM – District 4 - 160 Fairfield Woods Road #22
- Ken Camarro – 345 Carroll Road
- Warren Lapa – 200 Lalley Boulevard
- Jim Bowen – 44 Fox Street
- Jill Vergara – RTM – District 7 - 271 Old Post Road
- Dick Dmochowski – Flood & Erosion Control Board member, 241 Colonial Drive
- Rick Grauer – 268 Rowland Road
- Karen McCormack – RTM – District 2 - 305 Winnepogue Drive
- Meghan McCloat – 2815 Redding Road
- Becky Bunnell – Flood & Erosion Control Board Chair - 2005 Fairfield Beach Road
- John Kuhn – RTM – District 7 - 125 Mayweed Road
- Ed Humiston – 25 Fox Street
- Alex Durrell – RTM – District 3 - 64 Woodcrest Road

Public comment closed at 6:56 pm. The public comments can be heard in their entirety by accessing the link here: [BOS Penfield Funding Meeting 3.6.23.](#)

There was a short break and the meeting resumed at 7:01 pm.

After comments and more of the same discussion from the BOS members the vote was taken.

The amended resolution:

A RESOLUTION APPROPRIATING \$10,500,000 FOR COSTS RELATED TO CONSTRUCTION, REMEDIATION, AND ADDRESSING THE NOTICE OF VIOLATION AT PENFIELD PAVILION

WHEREAS, contaminated fill from the (Julian) fill pile was illegally deposited beneath Penfield Pavilion during construction;

WHEREAS, by state and federal law, the Town of Fairfield, Connecticut (the “Town”) is required to remove the fill in accordance with DEEP & EPA standards under a Consent Order;

WHEREAS, FEMA has determined the Town installed horizontal grade beams at a height that is in violation of federal floodplain management regulations;

WHEREAS, under federal law, the Town is required to bring Penfield Pavilion into compliance with FEMA regulations;

WHEREAS, the Town has received Notices of Violation from federal and state agencies that must be addressed.

WHEREAS, if the Town does not take corrective action by the end of March regarding the Notice of Violation, the Town faces a myriad of negative consequences that will impact residents and the Town;

WHEREAS, Penfield Pavilion is an asset to the community enjoyed by residents year round and cleaning the contaminated fill and lowering the grade beams is necessary to comply with

all state and federal laws;

WHEREAS, the total costs for the remediation and construction at Penfield Pavilion, as well as, the cost to address the Notices of Violation is \$11,500,000 (the “Total Costs”); and

WHEREAS, the Town previously allocated and approved \$1,000,000 in American Rescue Plan Act funding to be applied towards the Total Costs; and

WHEREAS, the Town is holding funds (the “Funds”) in its Capital Non-Recurring Fill Pile Remediation Account (the “Account”) and desires to appropriate \$10,500,000 of the Funds to finance the balance of the Total Costs; and

NOW, THEREFORE, BE IT RESOLVED:

As recommended by the Board of Finance and the Board of Selectmen, the Town hereby appropriates the following sums from the Capital Non-Recurring Fill Pile Remediation Account for the following purposes:

\$4,000,000 related to remediation at Penfield Pavilion
\$3,500,000 related to construction at Penfield Pavilion
\$3,000,000 related to work to address the Notices of Violation

The motion to amend the original resolution carried unanimously.

The main motion, as amended, carried 2-1-0 (Lefkowitz opposed).

4. Adjourn

Selectwoman Lefkowitz made a motion to adjourn. Selectman Flynn seconded the motion which carried unanimously.

The meeting adjourned at 7:37 pm.

Respectfully submitted,

Pru O’Brien
Recording Secretary

A recording of this meeting can be found here: [BOS Regular Meeting 3.27.2023.](#)

BOARD OF SELECTMEN REGULAR MEETING

Monday, March 27, 2023, 4:00 pm

Via Webex & In-Person in the

First Floor Conference Room, Independence

Hall 725 Old Post Road. Fairfield, CT 06824

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas Flynn, Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: David Peck, Anthony Wellman, Engineering Manager Bill Hurley, Community and Economic Development Director Mark Barnhart, Engineer Megha Jain, Town Attorney James Baldwin, Bicycle and Pedestrian Committee Chair Steve Gniadek, Bicycle and Pedestrian Committee member Jose Oromi, FairTV, members of the public

1) **CALL TO ORDER**

First Selectwoman Kupchick called the meeting to order at 4:00 pm.

2) **PLEDGE OF ALLEGIANCE**

First Selectman Kupchick led the Pledge of Allegiance

3) **MINUTES**

To consider and act upon the minutes of February 6, 2023, February 13, 2023, February 22, 2023, February 24, 2023, February 27, 2023, February 28, 2023, March 3, 2023, March 6, 2023

Selectwoman Lefkowitz made a motion to approve the above minutes except the March 6, 2023 minutes. Selectman Flynn seconded the motion which carried unanimously.

The Recording Secretary will listen to the comments Selectwoman Lefkowitz made in regards to Penfield Pavilion at the March 6, 2023.

4) **RESIGNATION**

Burr Gardens Advisory Committee

Sarah H. Matthews (R) 230 Penfield Road, term 11/21-11/24
(Resigned 03/15/23)

The Selectpersons thanked Sarah for serving on the Burr Gardens Advisory Committee.

5) **APPOINTMENTS**

Bicycle and Pedestrian Committee

a) David J. Peck (U) 955 South Pine Creek Road, term 11/22-11/26
(to replace Steven R. Collins (R) who resigned)

b) Anthony D. Wellman (U) 19 Mona Terrace, term 11/20-11/24
(to replace Sarah E. Roy (D) who resigned)

Selectman Flynn made a motion to approve the appointments of David Peck and Anthony Wellman to the Bicycle and Pedestrian Committee. Selectwoman Lefkowitz seconded the motion.

The Selectpersons thanked both Steven Collins and Sarah Roy for their service to the Committee.

Selectwoman Lefkowitz said she would need to abstain from the vote as she was away and was not been able to review the information. The Selectpersons thanked Mr. Peck and Mr. Wellman for wanting to serve on the Committee. Both Mr. Peck and Mr. Wellman spoke and said they are looking forward to being involved.

The motion carried 2-0-1 (Lefkowitz abstained).

6) **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR**

“RESOLVED, that the First Selectwoman, Brenda L. Kupchick, is hereby authorized to execute an agreement between the State of Connecticut Department of Transportation, the Town of Fairfield, and May Fairfield CT, LLC, to make certain changes to the original Tri-Party Agreement dated March 31, 2003.”

Selectman Flynn made a motion to approve Item 6. Selectwoman Lefkowitz seconded the motion.

Community and Economic Development Director Mark Barnhart said the original contract was done in 2003, but the property is under new ownership and has changes to the master plan of the site which will be taken to the Town Plan and Zoning Commission. He said the State wanted to make changes to the Tri-Party agreement based on the new ownership and changes. He said the adjustments will not cause greater liability to the Town or any increased expenses. Mr. Barnhart said all parties have acknowledged the new Tri-Party agreement and the Town Attorney has approved the changes. He said the concourse building has set aside 500 square feet for a Police Substation for the Metro Center.

The full discussion can be accessed through the link above.

The motion carried unanimously.

Selectman Flynn had to leave the meeting at 4:25 pm due to a business conflict.

7) **ENGINEERING MANAGER**

To hear an update from the Engineering Department on the Fairfield Master Plan

Engineering Manager Bill Hurley, Engineer Megha Jain, Police Chief Robert Kalamaras, Bicycle and Pedestrian Committee Chair Steve Gniadek, and Bicycle and Pedestrian Committee member Jose Oromi were all present for the presentation of the Bike and Pedestrian Master Plan which incorporates the Complete Street Project. The Complete Street Project is a national program designed to make streets safe and accessible to walkers and bicyclists with requirements that must be followed.

First Selectwoman Kupchick thanked Engineering Manager Bill Hurley and Engineer Megha Jain for their hard work on this in addition to all the work they do for the town. She said the Engineering department has been meeting with the First Selectwoman's Office and the Police, Economic Development and Town Plan & Zoning departments to ensure a well-rounded update.

First Selectwoman Kupchick said the Master Plan includes what has been accomplished in recent years as well as upcoming projects. She said the Town often has requests for crosswalks, sidewalks, bike lanes, etc., but is then faced with opposition from the State DOT or from business owners. First Selectwoman Kupchick said many times, residents request sidewalks and their own neighbors oppose them.

Mr. Hurley discussed the vision of the Master Plan. He said this was originally endorsed by the BOS in 2013. He said the Committee requested an update which Engineering has reviewed and updated in a more user-friendly format with short-term and future recommendations. He said sidewalks are critical to connectivity and safe pedestrian access which is why the Town has invested in sidewalks using ARPA funds and secured a number of grants to improve and expand walkability.

Ms. Jain discussed Engineering's recommendations. Police Chief Robert Kalamaras discussed the police department's role in this Master Plan and working with other departments on safety and improvements. First Selectwoman Kupchick said she looks forward to working with all stakeholders to continue these efforts as this is a priority. First Selectwoman Kupchick thanked the Bicycle and Pedestrian Committee members for serving and making these issues a priority.

The full discussion can be accessed here: [BOS Regular Meeting 3.27.2023.](#)

The full plan is on the Town website and can be accessed here: [Bicycle and Pedestrian Master Plan.](#) Selectwoman Lefkowitz thanked the Engineers and presenters for their hard work on this.

8) TAX COLLECTOR

To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$45,775.41

Selectwoman Lefkowitz made a motion to approve Item 8. First Selectwoman Kupchick seconded the motion which carried unanimously.

9) To hear, consider and act upon any other business which shall properly come before this meeting

First Selectwoman Kupchick stated the following:

"The RTM voted on Thursday in concurrence with the Board of Selectman and Board of Finance in supporting the proposal to repair Penfield Pavilion and remediate the contaminated soil under the building. Spending town resources on this project is certainly not something to celebrate, but I am grateful we won't be losing this amenity to our Town. Sometimes leadership means making decisions and proposing solutions no matter how controversial or difficult. I do so keeping in mind what I think is best for our town as a third generation Fairfield resident.

Now that all of our Town bodies have voted to move forward with our proposed remediation and repair as promised, I will be sending a letter to FEMA tomorrow in coordination with Congressman Himes, Senator Murphy and Senator Blumenthal, seeking reconsideration of the insurance retrograde. I will continue to keep the community informed as new information is received. I look forward to putting this unfortunate chapter behind us.

I am excited to announce that the Town of Fairfield is now a member of the AARP network of age friendly States and Communities. Fairfield is now one of seven towns in the State to become part of this network. AARP's network, an affiliate of the World Health Organization's Global Network of Age Friendly Cities and Communities Program, is part of an international campaign to help communities prepare for our aging populations. Age Friendly Fairfield is a town-wide initiative that aims to make our community a great place to grow up and grow old.

As a member of the AARP Age Friendly Network, Fairfield commits to assessing the challenges to its aging population and identifying policies, programs and new ideas that will improve the quality of life for all ages in the community. I want to thank Human and Social Services Director Julie DeMarco, and Senior Center Director Brenda Steele, for spearheading this effort on behalf of the Town.

I want to remind everyone of tomorrow's 15th annual One Book One Town event at the Quick Center. This year's book selection, *I Keep Trying to Catch His Eye*, is the first time we've had an author chosen from Fairfield, Ivan Maisel, who sadly lost his son to suicide. Choosing this book presents the unique opportunity for holding a town-wide read about an event that had a profound impact on the community and provides us with an opportunity for meaningful conversations for all of us. I read the book when it was unveiled and thought it was a very compelling book. For teens and middle school readers, the titles are, *Hope Wins: A Collection of Inspiring Stories for Young Readers* and also *Hope Nation: YA Authors Share Personal Moments of Inspiration*. For children, the title is *The Rhino Suit*.

Selectwoman Lefkowitz encouraged residents to read the Ivan Maisel book and to participate in the One Book One Town event at the Quick Center and hoped everyone would be part of this very profound and important conversation. She also thanked Human and Social Services Director Julie DeMarco and Senior Center Director Brenda Steele for their efforts in the AARP Age Friendly Network program. Selectwoman Lefkowitz said a resident sent her an email asking for a committee for Penfield. Selectwoman Lefkowitz said she wants the process transparent, on track and on budget so this could be put behind us and the public can go back to enjoying the Pavilion. First Selectwoman Kupchick thanked Selectwoman Lefkowitz for her remarks and said this will be discussed at a staff meeting this week.

10) Adjourn

Selectwoman Lefkowitz made a motion to adjourn. First Selectwoman Kupchick seconded the motion which carried unanimously.

The meeting adjourned at 5:10 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN REGULAR MEETING
Monday, April 17, 2023, 4:00 pm
Via Webex& In-Person in the
First Floor Conference Room, Independence Hall
725 Old Post Road, Fairfield, CT 06824

A recording of this meeting can be found here: [BOS Meeting 4/17/2023](#).

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas M. Flynn, Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: Peter Collins, CAO Tom Bremer, CFO Jared Schmitt, Controller Caitlin Bosse, Senior VP Client Relations Hooker & Holcomb Stuart Herskowitz, HR Benefits Manager Megan Brant, DPW Interim Director John Marsilio, Engineer Eli Ghazal, Bismark Construction President Greg Raucci, Flood and Erosion Control Board Chair Becky Bunnell

1) **CALL TO ORDER**

First Selectwoman Brenda Kupchick called the meeting to order at 4:00 pm.

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance. First Selectwoman Kupchick then requested a moment of silence for the sad passing of the brother of Assistant Fire Chief Kyran Dunn - retired Yonkers Assistant Fire Chief Larry Dunn. Larry was a Fairfield resident and is survived by his wife Arlene and their three daughters.

3) **MINUTES**

To consider and act upon the minutes of March 9, 2023, April 3, 2023 and April 10, 2023

Selectman Flynn made a motion to approve the minutes of 3/9/23, 4/3/23 and 4/10/23.
Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectwoman Lefkowitz stated that she stands by her comments at the last BOS meeting regarding the draft minutes of the March 6th BOS meeting. The Recording Secretary is reviewing the meeting recording and will amend the minutes as requested.

4) **RESIGNATION**

Town Plan and Zoning Commission

Steven Leahy (R) 110 Ross Hill Road, term 11/21-11/25
(Resigned March 29, 2023)

The Selectpersons thanked Mr. Leahy for his service.

5) **APPOINTMENT**

Town Plan and Zoning Commission

Peter S. Collins (R), 29 Newton Street, term 11/21-11/25
(To fill a vacancy for Steven Leahy (R) who resigned)

Selectman Flynn made a motion to approve the appointment of Peter Collins to the Town Planning and Zoning Commission. Selectwoman Lefkowitz seconded the motion.

Mr. Collins said he is looking forward to working with the Town.

The motion carried unanimously.

6) HUMAN RESOURCES DEPARTMENT

To hear an overview from the Independent Investment Discretionary Advisor of the 457(b) and 401(a) Fiduciary Review Committee and an Update on the Defined Contribution Retirement Savings Plans

Stuart Herskowitz explained his role in the Town contribution plans (Mission Square), not the pension plans. Mr. Herskowitz gave packets to the Selectpersons and explained the funds being used and said investment plans offered to employees. Mr. Herskowitz said he works with HR Benefits Manager Megan Brant and they will return to the BOS meetings on a regular basis for updates. Mr. Herskowitz stated there is oversight of this program. He said he works with 25-30 municipalities in the State of CT. Selectman Flynn said he would like to see this under the Retirement Investment Board, but Megan Brant said this money is from participant contributions where the pension is Town funds. There was a lengthy discussion about this. Selectwoman Lefkowitz stated for the record that she echoes the concerns of other Selectpersons.

7) To Hear an Update on Penfield Pavilion

First Selectwoman Kupchick said there have been previous discussions on whether or not the Town would establish a building committee for Penfield Pavilion. It was determined that a building committee is not required for this project as the Town is not constructing a new building; but repairing the grade beams and removing the contaminated fill. She said it is a unique project and one that will certainly be under scrutiny by the regulatory agencies involved.

After a lot of discussion, First Selectwoman Kupchick felt the best way forward to keep the community informed of the project is for the Town to provide an update on Penfield to the BOS at least monthly. She said there is a Town webpage dedicated to the project which has been created for posting all updates and corresponding documents. It is www.fairfieldct.org/penfieldpavilion.

The Town's CAO Tom Bremer, Project Manager from Engineering, Eli Ghazal, DPW Interim Director Bucky Marsilio and Greg Raucci from Bismark Construction gave an overview of the project, including where we are and next steps. The backup includes the initial contracts which the Board won't be voting on until the next BOS meeting.

CAO Tom Bremer gave an update on the status of Penfield Pavilion. He said he will have more details at the May 1st meeting and every month going forward. Mr. Bremer gave an overview of the four contracts included in the backup and said the Town will need to submit very detailed design drawings to FEMA. He said schematics and conceptual drawings have already been submitted. Mr. Bremer said RACE still needs to do more analysis and data points will be included in design contracts. Mr. Bremer went through the steps of the project and its schedule. He said there will be regular meetings and monthly reports to the BOS.

Selectman Flynn suggested a Finance person be added to the Committee to give budget updates and an Owner's Rep should be added as well to see if it will be helpful. Interim DPW Director John Marsilio spoke about Owner's Reps. Flood and Erosion Control Board Chair Becky Bunnell asked when the RFP would be done with RACE Coastal Engineering and thinks it will involve things the Flood and Erosion Control Board will need to know regarding resiliency. Mr. Bremer said he will speak with RACE about a resiliency plan and will then speak to Ms. Bunnell.

8) **COMPENSATION RECOMMENDATION COMMITTEE FOR THE BOARD OF SELECTMEN**

To hear, consider and approve a Charge for the Compensation Recommendation Committee for the Board of Selectmen (CRCBOS)

First Selectwoman Kupchick told the BOS that the last time a CRCBOS met was in 2019 before the election, which is when this Committee usually meets. She said the CRCBOS has been made up of two BOF members and two RTM members to determine the compensation for the three BOS.

Selectwoman Lefkowitz made a motion to approve the Charge for the CRCBOS. Selectman Flynn seconded the motion which carried unanimously.

9) **COMPENSATION RECOMMENDATION COMMITTEE FOR THE BOARD OF SELECTMEN**

To hear, consider and act upon the following appointments to the Compensation Recommendation Committee for the Board of Selectmen (CRCBOS):

- i. Edward Bateson (R) 2195 North Street (RTM)
- ii. John Mitola (D) 21 Surrey Lane (BOF)
- iii. Sharon B. Pistilli (D) 107 Lota Drive (RTM)
- iv. James Walsh (R) 85 Pratt Street (BOF)

Selectwoman Lefkowitz made a motion to approve the appointments to the CRCBOS. Selectman Flynn seconded the motion which carried unanimously.

10) **TAX COLLECTOR**

To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$9,675.84

Selectman Flynn made a motion to approve Item 10. Selectwoman Lefkowitz seconded the motion which carried unanimously.

11) **To hear, consider and act upon any other business which shall properly come before this meeting**

First Selectwoman Kupchick announced that tonight, there will be an information session about the Age Friendly initiative our Town is undertaking at 7:00 PM at the Bigelow Center. She said Fairfield has recently become one of seven towns in the State to join this network that aims to make our community a great place to grow up *and* grow old by assessing the challenges of our aging population and identifying policies, programs and new ideas that will improve the quality of life for all ages in our community.

First Selectwoman Kupchick also spoke of the following:

On Thursday, April 20th at 6:30 pm at Osborn Hill School, the Town is hosting a public workshop on the Plan of Conservation and Development. This is an opportunity to have your voice heard with regard to planning for future development in Town.

Holocaust Commemorations:

The Fairfield Public Library's Fairfield Holocaust Commemoration Program will take place on Wednesday, April 19th at 6:30 pm at the Main Library.

All residents are invited to gather to commemorate the Holocaust on Wednesday, May 3, 2023 at 7:30 pm at First Church Congregational with an interfaith ceremony. This is an annual event hosted by the Fairfield Holocaust Committee that always includes a meaningful speaker.

- Shop & Stroll

The annual Shop & Stroll Into Spring will take place on Thursday, April 27th in downtown Fairfield to support our local businesses. This could be a nice opportunity to do some shopping including buying Mother's Day presents! As a part of this year's event, the Town will be collecting food pantry items and raising funds for Operation Hope.

- Earth Day

Fairfield's Earth Day Celebration will take place on Saturday, April 29th from 10 am to 1 pm, rain or shine at the Fairfield YMCA in conjunction with the Town's observance of Drive Electric Earth Day and the YMCA's Healthy Kids Day® -- a national initiative aimed at encouraging healthy kids and families and a healthy start to the summer season. The day also will feature a safety-focused "Bike Rodeo" sponsored by the Fairfield Boy Scouts, Fairfield Police and Yale New Haven Health/Children's Hospital.

Please refer to Friday's newsletter, which is up on the Town website for more details, town news and upcoming events.

12) Adjourn

Selectman Flynn made a motion to adjourn. Selectwoman Lefkowitz seconded the motion which carried unanimously.

The meeting adjourned at 5:25 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN REGULAR MEETING
Monday, May 1, 2023, 4:00 pm
Via Webex & In-Person in the
First Floor Conference Room, Independence Hall
725 Old Post Road, Fairfield, CT 06824

A recording of this meeting can be found here: [BOS Regular Meeting 5/1/2023.](#)

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L Kupchick, Selectman Thomas M. Flynn, Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: David Becker, Rodney Van Deusen, Jason Li, Executive Director of Operations-FPS Angelus Papageorge, Assistant Director of DPW John Cottell, Purchasing Director Adam Tulin, Engineering Manager Bill Hurley, CFO Jared Schmitt, CAO Tom Bremer, Engineer Elias Ghazal, Town Attorney Jim Baldwin, Attorney John Stafstrom

1) **CALL TO ORDER**

First Selectwoman Kupchick called the meeting to order at 4:00 pm.

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance.

3) **MINUTES**

To consider and act upon the minutes of March 6, 2023, April 17, 2023

Selectman Flynn made a motion to move Item 3 to the next meeting. Selectwoman Lefkowitz seconded the motion which carried unanimously.

4) **AC BUILDING COMMITTEE CHARGE**

To hear, consider and approve a charge for the AC Building Committee.

Selectman Flynn made a motion to approve Item 4. Selectwoman Lefkowitz seconded the motion.

Executive Director of Operations for Fairfield's Public Schools' Angelus Papageorge said this Committee will oversee the air conditioning projects for the public schools supported by federal funding. He said this Charge was written for Phase 1 of the project. He said the Committee has been comprised of a small group of residents who are also available during the day to meet to keep this a quick moving project. Mr. Papageorge said the schools in this phase are Osborn Hill, North Stratfield and Fairfield Woods Middle School. He said BOE Vice-Chair Nick Aysseh will be the BOE Liaison.

Selectman Flynn made a motion to amend the charge to state the following after the last word in the first paragraph, "for Phase I of the school air conditioning projects to include North Stratfield Elementary School, Osborn Hill Elementary School and Fairfield Woods Middle School." Selectwoman Lefkowitz seconded the amendment which carried unanimously.

The original motion as amended carried unanimously.

5) AC BUILDING COMMITTEE APPOINTMENTS (*requires RTM approval*)

To hear, consider and act upon the following appointments to the AC Building Committee:

- i. David M. Becker (R) 164 Taintor Drive, term May 2023 - Completion
- ii. Jason Li (R) 245 Sunnyridge Avenue, term May 2023 - Completion
- iii. Rodney J. Van Deusen, Jr. (D) 157 Longdean Road, term May 2023 – Completion

Selectman Flynn made a motion to approve Item 5,i-iii. Selectwoman Lefkowitz seconded the motion.

The Selectpersons thanked the volunteers for their participation, willingness to work during the day and always being willing to serve the Town.

The motion carried unanimously.

6) PURCHASING AUTHORITY

To hear, consider and authorize the Purchasing Authority to enter into the proposed service agreement with Southport Contracting, Inc. to provide all labor, materials, equipment, and all else necessary to perform Boiler Replacement at Burr Elementary School as detailed in Bid #2023- 122 in an amount not to exceed \$590,000.00 with additional authority to execute change orders to said contract in an amount not to exceed \$59,000.00 for a combined grand total amount not to exceed \$649,000.00. Account #22809010-57000-023B1 – Boiler Burner Replacement Burr

Selectman Flynn made a motion to approve Item 6. Selectwoman Lefkowitz seconded the motion.

Purchasing Director Adam Tulin gave the background of the process of this bid which is a Capital request that is moving forward. Town Attorney James Baldwin said he approved the contract.

The motion carried unanimously.

7) PURCHASING AUTHORITY

To hear, consider and authorize the Purchasing Authority to enter into the proposed service agreement with BL Companies Connecticut, Inc. to provide all labor, materials, equipment, and all else necessary to perform Architectural and Engineering Design Services for Phase 1 HVAC Upgrades at Osborn Hill Elementary School, North Stratfield Elementary School and Fairfield Woods Middle School, as detailed in RFQ #2023- 83 in an amount not to exceed \$898,420.00 with additional authority to execute change orders to said contract in an amount not to exceed \$89,842.00 for a combined grand total amount not to exceed \$988,262.00. Account #26009010-57000-FY226 – Phase 1 – AC at Schools

Selectman Flynn made a motion to approve Item 7. Selectwoman Lefkowitz seconded the motion.

There was a discussion about the language in the Item referring to additional authority to execute change orders and contingency.

Selectman Flynn made a motion to amend the language to say, “in an amount not to exceed \$853,578.00 with additional authority to execute change orders not to exceed \$45,000 to said contract”. Selectwoman Lefkowitz seconded the amendment which carried unanimously.

Selectman Flynn made a motion to amend his above amendment to say, “in an amount not to exceed \$898,420.00 with additional authority to execute change orders not to exceed \$45,000 to said contract for a combined grand total amount not to exceed \$943,420.00” Selectwoman Lefkowitz seconded the amendment which carried unanimously.

The original motion as amended carried unanimously.

8) **PURCHASING AUTHORITY**

To hear, consider and authorize the Purchasing Authority to enter into the proposed form of agreement with JLY Enterprises, LLC., to provide all labor, materials, equipment, and all else necessary to perform Elevator Replacement at Fairfield Ludlowe High School, as detailed in Bid #2023- 102 in an amount not to exceed \$298,800.00 with additional authority to execute change orders to said contract in an amount not to exceed \$29,880.00 for a combined grand total amount not to exceed \$328,680.00. Account #22809010-57000-023B2 – Elevator Modernization FLHS and FPS Account #11-2530-395-100 – Major Maintenance Projects – FLHS.

Selectman Flynn made a motion to approve Item 8. Selectwoman Lefkowitz seconded the motion.

Mr. Papageorge went through the budget for this project which he said will include the add/alternate Pin Replacement. He said this part of the project will be paid for through a FPS account for Plowing and Paving as there was money in that account due to a lack of need for plowing this past winter.

The motion carried unanimously.

9) **PURCHASING AUTHORITY**

To hear, consider and authorize the Purchasing Authority to enter into the proposed service agreement with Champion Maintenance & Construction to provide all labor, materials, equipment, and all else necessary to perform Seasonal Custodial Services at Town of Fairfield rest stations as detailed in Bid #2023-132 in an amount not to exceed \$75,387.00 for the 2023 season plus additional services at \$0.30 per square foot and \$33.00 per hour as needed during the season. Account #01005030-54010 – Public Works Contracted Property Services.

Selectman Flynn made a motion to approve Item 9. Selectwoman Lefkowitz seconded the motion.

Assistant DPW Director John Cottell said this project went out to bid and there was a thorough review of bid submissions. He said this is seasonal only as the bathrooms and comfort stations are closed during the winter months. There was a discussion about the wording in the Item regarding the additional services.

Purchasing Director Adam Tulin stated that the “not to exceed \$75,387.00” printed in the resolution was incorrect and should be changed to “not to exceed \$59,883.00”.

Selectman Flynn made a motion to amend Item 9 to say, “not to exceed \$59,883.00”.
Selectwoman Lefkowitz seconded the amendment which carried unanimously.

The original motion as amended carried unanimously.

10) **ENGINEER MANAGER (*requires Board of Finance and RTM approval*)**

To hear, consider and act upon the following resolution as recommended by the Engineering Manager:

WHEREAS, the Town of Fairfield approves the acceptance of an \$1,940,600 Local Transportation Capital Improvement Program (LOTICIP) grant to fund project costs associated with the Kings Highway Pedestrian Improvements Phase 3 Project of which one hundred percent of said project costs are paid by the State prior to construction, based on portion of contract bid by said grant and appropriated \$1,940,600 for said project costs; and

NOW, THEREFORE BE IT RESOLVED, that Brenda L. Kupchick, First Selectwoman, be and hereby is, authorized to accept and sign any agreements between the Town of Fairfield and the federal government or the State of Connecticut related to additional Local Transportation Capital Improvement Program (LOTICIP) grant funding associated with the Kings Highway Pedestrian Improvements Project.

Selectman Flynn made a motion to approve Item 10. Selectwoman Lefkowitz seconded the motion.

Engineering Manager, Bill Hurley went through all locations and discussed the history of this project. He said this project has previously been before the boards.

The motion carried unanimously.

11) **ENGINEER MANAGER (*requires Board of Finance and RTM approval*)**

To hear, consider and adopt a bond resolution entitled, “A resolution appropriating \$7,150,000 for the costs associated with the inspection and construction phase of the Turney Creek/Riverside Drive Tide Gates, Authorizing the use of WPCA Fund Balance to reimburse \$400,000 of such appropriation and authorizing the issuance of bonds in an amount not to exceed \$6,750,000 to fund the balance of such appropriation.”

Selectman Flynn made a motion to approve Item 11. Selectwoman Lefkowitz seconded the motion.

Mr. Hurley presented this item. He said the tide gates have been a problem for a while. He said there are pictures of sinkholes in the backup documents. He said Engineering has combined three jobs into this one item to save the Town money. Mr. Hurley said this is being done with Conservation and WPCA. He said the project has been delayed as the Town is waiting to learn about grant funding, but this project needs to be done now. He said all State and local permits have been secured.

There was a discussion about the WPCA fund balance. Mr. Hurley stated this project has been

years in the making and needs to be performed. He said the backup documents were incorrect as they did not reflect the correct cost amounts.

First Selectwoman Kupchick made a motion to amend the backup documents for this Item to reflect the correct amount that is on the agenda. Selectwoman Lefkowitz seconded the amendment which carried unanimously.

The original motion, as amended, carried unanimously.

12) **ENGINEER MANAGER/ WPCA SUPERINTENDENT (*requires Board of Finance and RTM approval*)**

To hear, consider and adopt a bond resolution entitled, “A resolution appropriating \$11,000,000 for the costs associated with the inspection and construction phase of the East Trunk Replacement Project, authorizing a grant to reimburse \$3,000,000 of such appropriation and authorizing the issuance of bonds in an amount not to exceed \$8,000,000 to fund the balance of such appropriation.”

Selectman Flynn made a motion to approve Item 12. Selectwoman Lefkowitz seconded the motion.

Engineering Manager Bill Hurley said this Item has been before the boards many times. He said this is for the line that carries two thirds of the Town sewer flow to the treatment plant. He said the project will take approximately 14-18 months. Mr. Hurley said there is a breakdown of the cost estimate in the back-up documents. CFO Jared Schmitt said there will need to be an amendment made in the resolution as the grant for \$3,000,000 has already been authorized.

Selectman Flynn made an amendment to strike “authorizing a grant to reimburse \$3,000,000 of such appropriation”. Selectwoman Lefkowitz seconded the amendment which carried unanimously.

First Selectwoman Kupchick made an amendment to strike “to fund the balance of “and replace it with “to fund a portion”. Selectman Flynn seconded the amendment which carried unanimously.

The amended Resolution now reads:

To hear, consider and adopt a bond resolution entitled, “A resolution appropriating \$11,000,000 for the costs associated with the inspection and construction phase of the East Trunk Replacement Project, and authorizing the issuance of bonds in an amount not to exceed \$8,000,000 to fund a portion of such appropriation.”

Selectwoman Lefkowitz made a motion that the approval of Item 12 is contingent upon the approval of the WPCA which meets tomorrow night for a Special meeting. Selectman Flynn seconded the motion which carried unanimously.

The main motion as amended carried unanimously.

Selectwoman Lefkowitz made a motion to waive the reading of Item 13. Selectman Flynn seconded the motion which carried unanimously.

13) **ENGINEER MANAGER / WPCA SUPERINTENDENT (*requires Board of Finance and RTM approval*)**

To hear, consider and adopt the following supplemental resolution as recommended by the Board of Selectmen:

WHEREAS, the Town of Fairfield (the “Town”) has adopted at the request of the Water Pollution Control Authority (“WPCA”) a Resolution entitled “A resolution appropriating \$11,000,000 for the costs associated with the inspection and construction phase of the East Trunk Replacement Project, authorizing a grant to reimburse \$3,000,000 of such appropriation and authorizing the issuance of bonds in an amount not to exceed \$8,000,000 to fund the balance of such appropriation.” (the “Resolution”); and

WHEREAS, the Resolution appropriates \$11,000,000 (the “Appropriation”) for costs associated with the inspection and construction phases of the East Trunk Replacement Project (the “Project”); and

WHEREAS, the Appropriation shall be funded by sources including: 1) \$3,000,000 in grant funds from the State of Connecticut Department of Economic Development’s Communities Challenge Grant (the “Grant”); and 2) \$8,000,000 in bonds issued by the Town (the “Bonds”); and

WHEREAS, the Resolution authorizes the Appropriation, the negotiation and acceptance of the terms of the Grant and authorizes the Bonds in an amount not to exceed \$11,000,000; and

WHEREAS, while the Town is liable for the debt service on the Bonds, for internal accounting purposes, it is appropriate that all costs of the Project including debt service on the Bonds be allocated to, and reimbursed to the Town by, the WPCA; and

WHEREAS, the WPCA has agreed to pay for the costs of the Project and the debt service on the Bonds authorized by the Resolution; and

NOW, THEREFORE, IT IS HEREBY: RESOLVED,

- 1) That the debt service on the Bonds as such debt service becomes due shall be paid by the WPCA from its own funds and the obligation of the WPCA shall be set forth in a memorandum of understanding (the “MOU”) with the Town satisfactory to the First Selectwoman; and
- 2) That the First Selectwoman is hereby authorized to execute the MOU on behalf of the Town.

Selectman Flynn made a motion to approve Item 11. Selectwoman Lefkowitz seconded the motion.

Selectman Flynn made a motion to amend the 4th WHEREAS clause to read, “Bonds in an amount not to exceed \$8,000,000” to reflect the amendment made in Item 12 regarding the \$3,000,000 grant. Selectwoman Lefkowitz seconded the amendment which carried unanimously.

The main motion as amended carried unanimously.

14) **PENFIELD PAVILION PROJECT**

- a) To hear an update on the Penfield Pavilion Project

b) Approval of Contracts for the Penfield Pavilion Project

Selectwoman Lefkowitz made a motion to approve Items i-iv within Item 14 separately. Selectman Flynn seconded the motion which carried unanimously.

i. PURCHASING AUTHORITY

To hear and consider authorizing the Purchasing Authority to enter into the proposed Construction Manager contract with Bismarck Construction for pre-construction services related to Alterations at Penfield Pavilion, per RFP# 2023-37 in an amount not to exceed \$74,019. Funding for this contract is available in Account is 26201010-58806 (Penfield Pavilion General Construction)

Selectman Flynn made a motion to approve Item 14-i. Selectwoman Lefkowitz seconded the motion.

Town Attorney James Baldwin said he reviewed the contracts and is satisfied with them. Selectwoman Lefkowitz asked about insurance and said she will approve the contracts contingent on insurance and being able to proceed without it. There was a discussion about pre-construction. CAO Tom Bremer said everything went through the RFQ process. Selectwoman Lefkowitz also expressed that she would like the Flood and Erosion Control Board to be involved in the process. Mr. Bremer agreed.

Public Comment: Rod Van Deusen, 157 Longdean Road, asked if there will be a CM or CMR. Mr. Bremer said there will be a CMR.

The motion carried unanimously.

ii. PURCHASING AUTHORITY

To hear and consider authorizing the Purchasing Authority to enter into the proposed contract with Joseph Sepot Architects for architectural services related to Alterations at Penfield Pavilion, per RFP# 2023-47 in an amount not to exceed \$245,200. Funding for this contract is available in Account is 26201010-58806 (Penfield Pavilion General Construction)

Selectman Flynn made a motion to approve Item 14-ii. Selectwoman Lefkowitz seconded the motion which carried unanimously.

iii. PURCHASING AUTHORITY

To hear and consider authorizing the Purchasing Authority to enter into the proposed contract with RACE Coastal Engineering for Coastal Engineering and Flood Impact Analysis related to Alterations at Penfield Pavilion, per RFP #2023-28 in an amount not to exceed \$32,303. Funding for this contract is available in Account is 26201010-58806 (Penfield Pavilion General Construction)

Selectwoman Lefkowitz made a motion to approve Item 14-iii. Selectman Flynn seconded the motion which carried unanimously.

iv. PURCHASING AUTHORITY

To hear and consider authorizing the Purchasing Authority to enter into the proposed contract with Weston & Sampson for remediation consulting services, per RFP#2023-80 in an amount not to exceed \$227,000. Funding for this contract is available in 26201010-57026 (Penfield Pavilion Environmental-Remediation)

Selectwoman Lefkowitz made a motion to approve Item 14-iv. Selectman Flynn seconded the motion which carried unanimously.

There was no additional public comment.

15) TAX COLLECTOR

To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$19,487.14

Selectman Flynn made a motion to approve Item 15. Selectwoman Lefkowitz seconded the motion which carried unanimously.

16) To hear, consider and act upon any other business which shall properly come before this meeting

First Selectwoman Kupchick went through her announcements below:

- Tonight, the RTM will meet cast the final vote on the town budget. This Thursday, the Board of Finance will vote to set the final Mill Rate and this budget season will come to a close.
- Just a reminder that the Town is accepting applications for the Town and State Senior and Disabled Homeowners Tax Relief Program up through May 15th. Anyone with questions, can contact our Tax Assessor's office @ 256-3110 or at assessor@fairfieldct.org.
- My newsletter on Friday included many upcoming events including the Holocaust Commemoration on May 3rd, the free mattress recycling collection event on May 6th, a free on field movie night at Dougiello field. As always, residents can find the bi-monthly town update posted on the Town's homepage www.fairfieldct.org.

17) Adjourn

Selectwoman Lefkowitz made a motion to adjourn. Selectman Flynn seconded the motion which carried unanimously.

The meeting adjourned at 5:50 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

From: [Joanne Romano-Csonka](#)
To: [Betsy Browne](#); [Carpenter, Jennifer](#)
Subject: Resignation
Date: Tuesday, May 9, 2023 2:10:16 PM

Joanne Romano Csonka
[694 Jennings Road](#)
[Fairfield, CT 06824](#)
joanneromanocsonka@gmail.com

May 3, 2023

Dear First Selectwoman Kupchick & Town Clerk Browne:

Please be advised that as of today, May 3, I am tendering my resignation from the Fairfield Affordable Housing Committee due to personal reasons and new work commitments.

It's been an honor to serve on this committee and our wonderful community. I appreciate the important mission of the FAHC and its contributions to creating affordable housing in Fairfield. Thank you for allowing me to serve.

Sincerely,

Joanne Romano-Csonka
Chairperson
Fairfield Affordable Housing Committee

From: Jay Behan <jfbeh71@aol.com>

Sent: Monday, May 1, 2023 7:11 AM

To: sgniadek@live.com <sgniadek@live.com>; jcarpenter@fairfieldct.org <jcarpenter@fairfieldct.org>; firstselectwoman@fairfieldct.org <firstselectwoman@fairfieldct.org>

Subject: Bike & Pedestrian Committee

First Selectwoman Brenda Kupchick,

I am writing to notify you that I am stepping down from the Bike & Pedestrian committee as a result of a promotion at the company I currently work at. I wish the committee and your administration the very best and thank you for your consideration.

If any questions, please let me know.

Jay F Behan

-----Original Message-----

From: Chris Verras <cverras717@yahoo.com>

Sent: Monday, May 1, 2023 11:28 AM

To: First Selectwoman <firstselectwoman@fairfieldct.org>

Subject: Resign

Good morning,

I am resting from all committees

Chris Verras

Sent from Christopher Verras

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #307)
Date: Friday, May 5, 2023 1:21:32 PM

Boards and Commissions Interest Form

Record #307 submitted from IP address 68.195.106.140 on 5/5/2023 1:21 PM

[View form](#)

ID	307
First Name	Robert
Last Name	Ellwanger Jr
Street Address	85 Sasapequan Rd
Zip Code	06824
Email Address	rellwanger@gmail.com
Cell Phone	203-331-5485
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Unaffiliated (No party affiliation)
Board or Commission	Affordable Housing Committee
Read the Boards Role	Yes
How You Learned About the Position	From another board member.
Who You Have	Board Chair

Spoken To	
Explanation of Interest and Contribution	For the past several years I have already been contributing to the Affordable Housing Committee as a member of the public interested in state and local zoning and housing issues. My contributions have included: (1) providing input on the recently revised Town Affordable Housing Plan; (2) creating a trifold brochure and a flyer highlighting the recent Town-wide ADU enhancements; (3) moderated a panel discussion on behalf of the Affordable Housing Committee at the Fairfield Museum last fall regarding current ADU requirements; (4) have recently been asked by the Affordable Housing Committee to research inclusionary zoning regulations for the Town of Milford as part of a broader committee assignment; and (5) at the request of the Committee, am in the process of creating a new brochure on the Affordable Housing Trust Fund, with a particular emphasis on attracting corporate and private donations.
Resume or Bio	Bob Ellwanger Bio May 2023.pdf
Additional Comments	My leadership role in Fairfield Senior Advocates over the past six years has allowed me to lend my voice and expertise to emerging state and local legislation that identifies additional, creative affordable housing options. In addition, I have excellent working relationship with our current State Senate and Congressional representatives in this regard.

[Manage](#)

Bob Ellwanger Bio Summary

5/05/2023

Bob Ellwanger, a New York City native, claims Fairfield as his home for the past 55 years. After graduating from Fordham University, Bob began on a four-year high school teaching career before entering the corporate world as a personnel assistant at New York Life Insurance Company in 1978, where he initially managed corporate employee training and development programs before moving into a variety of corporate sales and marketing support positions – ultimately retiring as a marketing executive in 2015. Bob has a B.A. in Theology and an M.S. in Religion and Religious Education, as well as an Executive MBA from Pace University. He and his wife Peg have been married for over 47 years, have two daughters and two grandchildren, and are members of the Lake Hills Association in Fairfield.

An avid golfer, Bob is also a passionate chorister, having sung with many semi-professional, auditioned choirs for over 30 years. He currently serves on the board of the Fairfield Senior Golf Association and is the Communications Coordinator and Webmaster for Fairfield Senior Advocates. Bob also serves on the Policies Procedures Committee of Fayerweather Yacht Club and Chairs the Stewardship Committee of Christ Church in Easton.

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #298)
Date: Wednesday, March 8, 2023 5:31:57 PM

Boards and Commissions Interest Form

Record #298 submitted from IP address 38.81.106.162 on 3/8/2023 5:32 PM

[View form](#)

ID	298
First Name	David
Last Name	Dembowski
Street Address	300 Sturges Rd
Zip Code	06824
Email Address	david.e.dembowski@gmail.com
Cell Phone	203-308-0024
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	Bicycle and Pedestrian Committee
Read the Boards Role	Yes
How You Learned About the Position	Brenda L. Kupchick referred me based on an exchange on my interest to get involved.
Who You Have	First Selectwoman

Spoken To	
Explanation of Interest and Contribution	I am interested in improving the town's alternative transportation system to reduce traffic and pollutants from our community. I would also like to promote exercise and activity amongst people of all ages. I bring years of leadership and execution.
Resume or Bio	Dembowski Bio 2023.pdf
Additional Comments	

[Manage](#)

David Dembowski Biography

David Dembowski has extensive executive leadership experience with media and technology companies, including Operative, Standard Media, IgnitionOne, and Yahoo. He is responsible for organization structure, operations, and revenue acceleration. He is recognized for his stewardship, strategy development, and attention to inclusion. Besides his professional accomplishments, David has committed to developing a winning culture.

A graduate of The University of New Hampshire, David completed executive training and received advanced certification in data-driven marketing. In addition, David holds a Master of Science in Strategic Communications and a Leader from Purdue University. He lives in Fairfield, CT, with his wife, Vanessa, and their three children.

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #306)
Date: Monday, May 1, 2023 12:09:53 PM

Boards and Commissions Interest Form

Record #306 submitted from IP address 67.80.179.68 on 5/1/2023 12:10 PM

[View form](#)

ID	306
First Name	Joseph
Last Name	DeMartino
Street Address	379 Wormwood Road
Zip Code	06824
Email Address	joseph.demartino@gmail.com
Cell Phone	203-292-0032
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	Land Acquisition Commission
Read the Boards Role	Yes
How You Learned About the Position	Learned of the position through a friend.
Who You Have Spoken To	Other Person(s)
Explanation of Interest and Contribution	I am interested in being in being an active town citizen and helping in any way that I can.
Resume or Bio	Joseph DeMartino Resume.pdf
Additional Comments	Thank you for your consideration.

Manage

JOSEPH M. DEMARTINO

joseph.demartino@gmail.com • T: 203.561.4842 • www.linkedin.com/in/josephmdemartino

INSTITUTIONAL BUSINESS DEVELOPMENT PROFESSIONAL

**Alternative Investments • Institutional Fundraising • Investor Relations •
Pipeline Management • Long/Short Equity, Global Credit, Private Equity**

Top-producing Institutional Sales Executive adept at driving new business and cultivating key client relationships. Successful record of prospecting to institutional investors. Strong financial acumen and attention to detail. Outstanding relationship management, communication, executive presentation and closing skills.

Expertise: Business Development, Client/Account Retention, Strategic Marketing, Market Mapping, Process Improvement, Competitive Analysis, Hedge Funds, Equities, Credit, RFPs, Due Diligence

PROFESSIONAL EXPERIENCE

BROAD RUN INVESTMENT MANAGEMENT, LLC, Fairfield, CT (Remote) 2019 to Present
\$1.2 billion boutique, long-only public equity investment firm based in Arlington, VA.

Director, Business Development & Client Relations

- Responsible for driving AUM growth through new accounts while maintaining existing client relationships with our institutional investors and their consultants. Report directly to the firm's three founding partners.
– **Clients include** Investment Consultants, Family Offices, High Net Worth Individuals, Endowments, Foundations, Pensions, Sovereigns, and OCIOs.

Manage the entirety of the sales process including the development of a short and long-term marketing plan, sourcing of leads, conducting initial and follow-up activities, vetting prospects, and ultimately coordinating meetings with the investment team and prospective investors.

Key Accomplishments:

- Implemented Salesforce as a CRM, significantly increasing the efficiency of our overall sales process including prospect pipeline management, target marketing, capturing client interactions, and internal reporting.
- Gained new client accounts through targeted outreach and follow-up efforts.
- Significantly enhanced the visibility of the firm to institutional investors via email, phone, and video/Zoom meetings.

eVESTMENT (a Nasdaq company), Atlanta, GA 2015 to 2019
Cloud-based provider of analytics and data-driven software solutions for global institutional investors.

Vice President, Institutional Sales, North America

- Consultative sales and business development professional responsible for driving new business with institutional investors and other financial services firms. Reported to Global Head of Sales.
– **Clients included** Consultants, Family Offices, Foundations, Endowments, OCIOs and Defined Benefit Plans.
– Provided private & public market data analytics solutions (SaaS). Utilized Salesforce to manage pipeline.
- Managed high-dollar sales process from initial client consultation through all phases of negotiation to final sales closing. Presented to, and closed business with C-level executives.
- Managed direct report (BDR). Mentored new hires on selling and account management techniques.

Key Accomplishments:

- Consistently met/exceeded performance goals;** Quota attained and exceeded in each of last three years.
- Ranked top 10% in revenue production** out of 80+ salespeople. Recognized as a top performing Sales Executive in 2017, 2018, and 2019*. Selected to attend annual "Founders Club Summit" in 2017 and 2018.
- Developed methodical processes for consistent follow-up with clients both during and after the sale.

ALLIANZ GLOBAL INVESTORS (formerly Rogge Global Partners), New York, NY 2014 to 2015
Privately-owned global investment manager with ~45 billion in 2014 institutional client assets under management.

Distribution/Marketing Associate

- Tasked with marketing material preparation, client request facilitation, RFP preparation, market research and competitive analysis. Sourced/reviewed/edited proposals. Reported to Head of North America Distribution.

HILLSWICK ASSET MANAGEMENT LLC, Stamford, CT

2010 to 2013

\$1.3 billion long-only investment grade U.S. fixed-income and equity manager; macro-economic approach – Established 1987.

Marketing & Client Services Associate

- Client-focused position responsible for **maintaining client relationships**, website content and monthly newsletter development, competitive analysis, report preparation/dissemination, RFP completion, database population, and development of marketing collateral and presentations.
 - **Quarterly travel to meet with institutional clients.** Assisted, and reported to, Portfolio Managers.
- Extensive collaboration with family offices, pensions, consultants, high-net-worth investors, endowments and foundations. Coordinated internal and external resources to obtain pertinent information.
 - **Served as primary point-of-contact** to the firm's client base.

PREVIOUS EXPERIENCE

(2000 to 2007)

Senior Associate – FRONTPOINT PARTNERS LLC/MORGAN STANLEY, Greenwich, CT

Associate Director, Investor Relations – NORTH SOUND CAPITAL LLC, Greenwich, CT

Analyst, Equity Options & Derivatives – GOLDMAN SACHS/LEAFSTONE FINANCIAL SERVICES, New York, NY

EDUCATION / PROFESSIONAL DEVELOPMENT / AFFILIATIONS / TECHNOLOGY

Education

Bachelor of Science in Business Administration
UNIVERSITY OF CONNECTICUT, Storrs, CT (1999)

Professional Development/Affiliations

- Fundamentals of Alternative Investments: CAIA (6/2017)
- FINRA Series 65 - Issued Jan 2021 - Credential ID CRD 3051816
- Formerly Held FINRA Series 3, 7, and 63

Technology

- MS Excel (Advanced) & PowerPoint; eVestment Analytics; Salesforce; Hubspot InsightSquared; FactSet; Bloomberg; Advent; Axys; and BondEdge

Other

- Elected Official / Representative Town Meeting, District 4: Town of Fairfield, CT (2009-2015)
- Volunteer Teacher, English & Spanish: Literacy Volunteers of America ESOL



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Thursday, 11th May 2023, the Purchasing Authority recommended an award of Section 1. of bid number 2023-53, Bigelow Senior Center Renovations to Wernert Construction Management, LLC, Cos Cob, CT to provide labor, materials, and equipment necessary to complete restroom renovations at the Bigelow Senior Center as detailed in the project manual and the drawings prepared by Silver Petrucelli + Associates.

Wernert Construction Management, LLC is the lowest responsible bidder for this project.

The Town has elected to re-bid the HVAC renovation portion (Section 2.) of this project.

The award of this contract is contingent upon the availability of funding and may be subject to the review and approval of the Board of Selectman.

Brenda L. Kupchick, First Selectwoman

Adam B. Tulin, Director of Purchasing



Town of Fairfield

**Sullivan Independence Hall
725 Old Post Road**

**Fairfield, Connecticut 06824
Purchasing Department**

**(203) 256-3060
FAX (203) 256-3080**

BID #2023-53

Bigelow Senior Center Renovations

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted Feb. 9 2023

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

First Selectwoman

Director of Purchasing
01/19/2023
Date

Bidder:

Wernert Construction Management, LLC
Doing Business As (Trade Name)

76 Valley Road
Address

Cos Cob, CT 06807
Town, State, Zip

Max Wernert, President
(Mr/Ms) Name and Title, Printed

Signature

203-869-1110 203-869-1510
Telephone Fax

max@wernert.com
E-mail

Scaled bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Thursday, 9th February, 2023

To provide labor, materials, equipment and all else necessary to complete restroom, HVAC, and kitchen renovations at the Bigelow Senior Center as detailed in the attached specifications.

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "Bid #2023-53" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

(To be submitted in duplicate)

BIDDER: Wernert Construction Management, LLC

Name

76 Valley Road, Cos Cob, CT, 06807

Address

To: **Town of Fairfield**
c/o Purchasing Department
725 Old Post Road
Fairfield, CT 06825

Project: **Bigelow Senior Center**
100 Mona Terrace
Fairfield, CT 06824
Bid #2023-53

In preparing this bid, we have carefully examined the Bidding Documents for this Project. We have visited the site and noted the conditions affecting the Work.

The Bidding Documents referred to include Drawings and Project Manual dated April 20, 2022, prepared by Silver/Petrucelli + Associates, Inc., Hamden, Connecticut.

We propose to perform the work described in the Bidding Documents, in keeping with definitions of Article 1 of the Instructions to Bidders, for the Base Bid Sum as follows:

Base Bids:

#1 – Toilet Room Upgrades for the Total Cost of:

\$ Four hundred fifty-nine thousand forty-two dollars Dollars (\$459,042 .00).
written figure

We will commence work on the project 30 calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner. We will be able to substantially complete the project within 275 calendar days thereafter. (Also refer to SIB 1.1.B).

#2 – HVAC System Upgrades for the Total Cost of:

\$ Five hundred twenty-eight thousand five hundred twenty-four dollars Dollars (\$528,524 .00).
written figure

We will commence work on the project 30 calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner. We will be able to substantially complete the project within 275 calendar days thereafter. (Also refer to SIB 1.1.B).

Item	Description	Unit Price
2.	Cove base and adhesives (multiple layers, including contaminated substrates), removal and disposal as ACM	\$ 9 lf
3.	Floor tile/flooring materials and mastics (includes all layers of carpeting, adhesives, multiple layers of floor tiles/flooring materials/linoleum/sheet flooring/vinyl flooring/wood/mastics, levelastics, contaminated flooring materials, etc.), removal and disposal as ACM	\$ 15 sf
4.	Mudded pipe fitting insulation, removal and disposal as ACM	\$ 480 fitting/joint
5.	Glove bag, removal and disposal as ACM	\$ 480 bag
6.	Pipe and pipe fitting insulation, removal and disposal as ACM	\$ 36 lf
7.	Duct insulation, removal and disposal as ACM	\$ 36 sf
8.	Duct adhesives (including contaminated substrates), removal and disposal as ACM	\$ 36 sf
9.	Duct seam/flange sealants (including contaminated substrates), removal and disposal as ACM	\$ 36 lf
10.	Duct vibration isolation cloth, removal and disposal as ACM	\$ 600 cloth
11.	Light backing paper insulation, removal and disposal as ACM	\$ 500 light fixture
12.	Electrical insulation, removal and disposal as ACM	\$ 36 lf
13.	Fire door/insulation, removal and disposal as ACM	\$ 720 door
14.	Countertop/Adhesive/Caulking compounds, removal and disposal as ACM	\$ 15 sf
15.	Transite cement board, removal and disposal as ACM	\$ 30 sf
16.	Wall adhesives including contaminated substrates (mirrors/blackboards/bulletin boards/wood/wall tiles, etc.), removal and disposal as ACM	\$ 15 sf
17.	Vermiculite and associated wall/ceiling materials, removal and disposal as ACM	\$ 22 sf
18.	Ceramic tile and terrazzo wall/floor, adhesives, mudset, grout, dampproofing and contaminated substrates, removal and disposal as ACM	\$ 22 sf
19.	Wall/Ceiling plaster (multiple layers) and supporting systems and contaminated substrates, removal and disposal as ACM	\$ 15 sf
20.	Wall/Ceiling board/sheetrock/taping/joint compounds (multiple layers), removal and disposal as ACM	\$ 15 sf
21.	Dampproofing/tars/mastics – interior/exterior walls/floors/slab and associated substrate/adjacent materials (includes multiple layers, contaminated materials, and substrates), removal and disposal as ACM	\$ 33 sf
22.	Caulking, glazing, and sealant compounds (includes substrate and contaminated materials), removal and disposal as ACM	\$ 18 lf
		\$ 720 window opening (multiple windows/sizes exist in openings)

Item	Description	Unit Price
		\$ 720 door opening (multiple doors/sizes exist in openings)
23.	Caulking, glazing, and sealant compounds, removal and disposal as ACM and PCB >50ppm (PCB Bulk Product Waste)	\$ 22 lf
		\$ 720 window opening (multiple windows/sizes exist in openings)
		\$ 720 door opening (multiple doors/sizes exist in openings)
24.	Caulking, glazing, and sealant compounds, removal and disposal as PCB >50ppm (PCB Bulk Product Waste)	\$ 22 lf
		\$ 720 window opening (multiple windows/sizes exist in openings)
		\$ 720 door opening (multiple doors/sizes exist in openings)
25.	Roofing core/field base material (includes multiple layers and substrates), removal and disposal as ACM	\$ 17 sf
26.	Roof flashing (includes multiple layers and substrates), removal and disposal as ACM	\$ 15 sf
27.	Roofing debris (includes contaminated ceiling substrates), removal and disposal as ACM	\$ 15 sf
28.	Off-site transportation and disposal of hazardous lead-based paint demolition debris	\$24,000 40-yd dumpster
		\$ 48,000 100-yd dumpster

If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned at the Address designated below, within ninety (90) days after the date of Bid Opening, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of mailing, telegraphing, or delivering of the notice, execute and deliver a contract in the Standard Form of Agreement Between the Owner and Contractor, AIA Document A101, or similar contract modified as may be mutually agree upon.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under "Instructions to Bidders", examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth by the Department of Labor.

Addenda:

The undersigned acknowledges receipt of the following addenda to the Contract Documents, listed by number and date:

Number 1, Dated: 3 February, 2023
 Number 2, Dated: 6 February, 2023

Number , Dated:
 Number , Dated:

Exceptions: _____

ATTACHMENTS – Attached hereto is:

1. **Town of Fairfield Invitation to Bid Cover Page**
2. **Bid Bond**

NON-COLLUSIVE BID STATEMENT

The undersigned bidder certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of the bid shall not be disclosed to anyone other than employees, agents, or sureties prior to the official bid opening.

Signature: _____

Date: 2/9/23

Printed Name and Title
of Agent submitting bid:

Max Wernert - President

Name of Company:

Wernert Construction Management, LLC

Address:

76 Valley Road, Cos Cob CT 06807

Telephone Number:

203-869-1110

Fax Number:

203-869-1510

E-mail:

max@wernert.com

This Bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company Town of Greenwich Phone
Contact Person Luigi Romano Cell 203-464-0043
Company Address 101 Field Point Road, Greenwich CT Fax
Date work completed Byram Fire House - Completed 2020 Email luigi.romano@greenwichct.org

REFERENCE #2:

Name of Company Tokeneke Club Phone 203-354-5213
Contact Person Chris McCagg Cell
Company Address 4 Butlers Island Rd., Darien CT Fax
Date work completed New Clubhouse - 2016 Email cmccagg@rm-arch.com

REFERENCE #3:

Name of Company Greenwich Public Schools Phone 203-585-7177
Contact Person Dan Watson Cell
Company Address 290 Greenwich Ave., Greenwich CT Fax
Date work completed North Mianus School -2021 Email daniel_watson@greenwich.k12.ct.u

REFERENCE #4:

Name of Company St. Andrew's Golf Club Phone 203-354-5228
Contact Person Michael Mikolajczyk Cell
Company Address 10 Old Jackson Ave., Hastings on Hudson NY Fax
Date work completed Clubhouse Renovation - 2019 Email mmikolajczyk@rm-arch.com

REFERENCE #5:

Name of Company St. Michael's Church Phone 203.816.0131
Contact Person Becca Nell Cell
Company Address 469 North Street, Greenwich, CT Fax
Date work completed Renovation - 2021 Email bnell@vvalle.com

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company TBD Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #2:

Name of Company TBD Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #3:

Name of Company TBD Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:

Name of Company TBD Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE:

All sub-contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

ADDENDUM #1
BID #2023-53
Bigelow Senior Center Renovations
(page 2 of 2)

6. Do you need schedules provided?

Response: At this time please complete the areas on the bid (located on pages 31 and 32) that request when you can commence work on the project and when you will be able to complete the project. If your company is selected for an interview, you will be asked to provide a more detailed schedule at that time.

7. Section 11400, Item Nos. 23 and 23.1 Exhaust Hood/Fire Suppression system, refers to Section 233813.

Please clarify if the hood/fire suppression system will be furnished and installed by the KEC as part of Section 11400, or will be provided and installed by others.

Response: The Mechanical Contractor is responsible for furnishing and installing the commercial kitchen hood specified in Section 233813.

End of Addendum #1

Company: WERBERT CONSTRUCTION Name: EVAN BURCHEN Signature: [Signature] Date: 2/9/23
MANAGEMENT, LLL

ADDENDUM #2
BID #2023-53
Bigelow Senior Center Renovations
(page 2 of 2)

7. Item No. 16 – Floor plan shows (2) drop-in hot food wells that have no specification. Please provide specification for them

Response: Please refer to the specifications and revisions shown on the attached addendum #2 provided by Silver Petrucelli + Associates.

8. Item No. 18 – Sandwich/salad unit – the model number's measurement does not match the measurement shown on the floor plan. Please clarify this discrepancy.

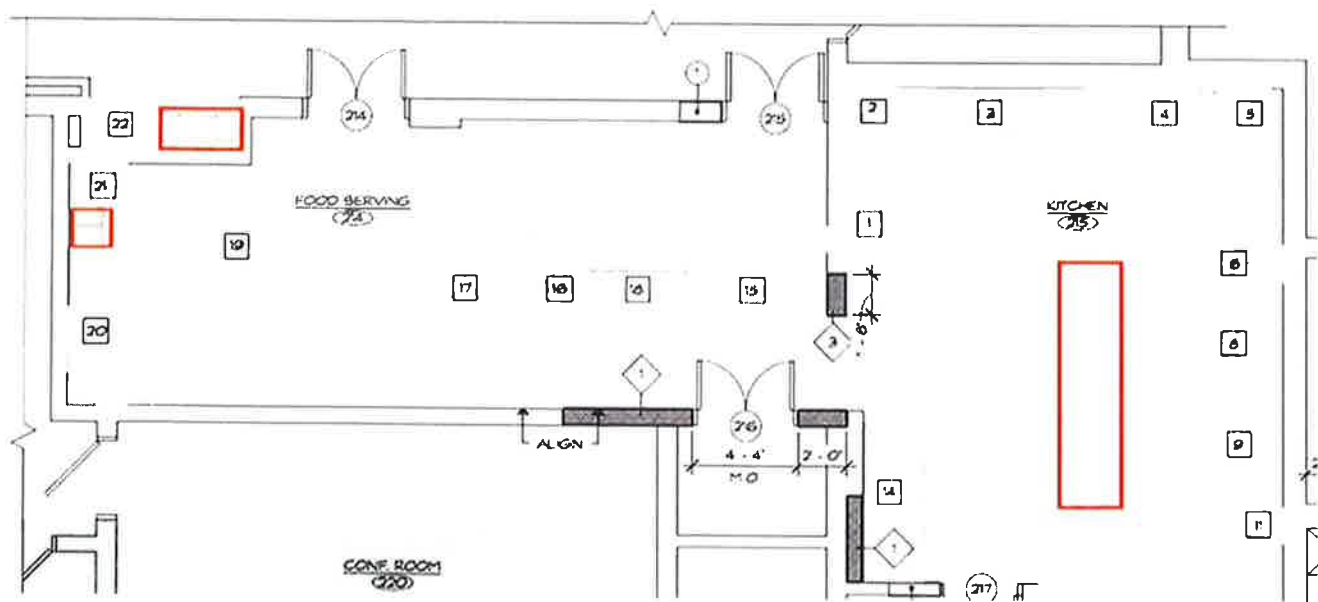
Response: Please refer to the response provided in question #2 of this addendum document as well as the revisions shown on the attached addendum #2 provided by Silver Petrucelli + Associates.

9. Item No. 18.1 – Trayslide – mounting a trayslide to the sandwich/salad unit will require drilling into the refrigerated cabinet, which might void the warranty. Should we include a trayslide that will span Items 16 and 18?

Response: The refrigerated cabinet has pre-drilled holes for an optional overshef. These holes can be used to mount the try slide.

10. The items highlighted red below are not identified. Please provide a specification if we are to include them.

Response: The three (3) items next to Item #22 and the two (2) items next to Item #21 are water/coffee dispensers to be provided by the Owner. Please refer to the response provided in question #5 of this addendum document as well as the revisions shown on the attached addendum #2 provided by Silver Petrucelli + Associates.



End of Addendum #2

Company: WEAVER CONSTRUCTION
MANAGEMENT, LLC

Name:

EVAN BURCHETT

Signature:

[Signature]

Date:

2/4/23

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Wernert Construction Management, LLC
76 Valley Road
Cos Cob, CT 06807

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company
of America
300 Windsor Street, Hartford, CT 06120

OWNER:

(Name, legal status and address)

Town of Fairfield
75 Old Post Road
Fairfield, CT

BOND AMOUNT: \$ Five Percent of the Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Bigelow Senior Center Renovations
100 Mona Terrace, Fairfield, CT
#2023-53

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Int.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:01:18 on 04/22/2011 under Order No.0385313632_1 which expires on 03/01/2012, and is not for resale.

User Notes:

(877099080)

Signed and sealed this 9th day of February, 2023


(Witness)


(Witness)

Wernert Construction Management, LLC
(Principal) (Seal)


(Title) Bruce W. Wernert, Member

Travelers Casualty and Surety Company of America
(Surety) (Seal)


(Title) Michael E. Watts, Attorney-in-Fact

Init.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michael E Watts** of **WEST HARTFORD** Connecticut, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **February**, **2023**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1 BID #2023-53 Bigelow Senior Center Renovations

3rd February, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. A pre-bid meeting for this bid solicitation was held at 10:00am on Thursday, January 26th, 2023 at 100 Mona Terrace, Fairfield, CT 06824. A copy of the sign-in sheet from the pre-bid meeting is posted on the Purchasing Department's page of the Town's website. For your convenience, a direct link to the sign-in sheet is provided below.

[2023-53 Pre-Bid Sign-In Sheet](#)

2. In addition to the responses below, please refer to the attached addendum #1 from Silver Petrucelli Architects.

Questions:

1. Can we bid solely on bathroom work (demo, drywall, paint, trim, tile. No plumbing or electrical)

Response: No.

2. Can we stop by for a more defined scoping before bid due date?

Response: The deadline for questions for this project was at 11:00am on Monday, January 30th, 2023. Prospective bidders may reach out to Lee Flaherty, lflaherty@fairfieldct.org to coordinate a site visit, however, specific questions regarding this project cannot be addressed during the visit nor submitted for response via addendum.

3. Do we have to submit the contracts with the bid package?

Response: Contract documents are not required to be included with your bid submission.

4. Where would the dumpster be kept?

Response: The Town would prefer to keep the dumpster as close as possible. The location of the dumpster would be either in the back parking lot, where you will be given access to the classroom that leads to the lot, or the dumpster can be kept on the front lawn. If it is kept on the front lawn, mats would need to be placed under the dumpster to prevent any damage to the lawn. This will be discussed further during the interview process.

5. Primary contact on site? Will there be a Superintendent?

Response: The primary contact on site will be James Ryan, Building Maintenance Manager. Submittals will be approved by the architect.

ADDENDUM #1
BID #2023-53
Bigelow Senior Center Renovations
(page 2 of 2)

6. Do you need schedules provided?

Response: At this time please complete the areas on the bid (located on pages 31 and 32) that request when you can commence work on the project and when you will be able to complete the project. If your company is selected for an interview, you will be asked to provide a more detailed schedule at that time.

7. Section 11400, Item Nos. 23 and 23.1 Exhaust Hood/Fire Suppression system, refers to Section 233813.

Please clarify if the hood/fire suppression system will be furnished and installed by the KEC as part of Section 11400, or will be provided and installed by others.

Response: The Mechanical Contractor is responsible for furnishing and installing the commercial kitchen hood specified in Section 233813.

End of Addendum #1

Company: _____ Name: _____ Signature: _____ Date: _____

RENOVATIONS

**BIGELOW SENIOR CENTER
100 MONA TERRACE
FAIRFIELD, CT 06824
BID #2023-53**

S/P+A PROJECT NO. 21.162

DATE: January 31, 2023

The following changes to the Drawings and Project Specifications shall become a part of the Drawings and Project Specifications; superseding previously issued Drawings and Project Specifications to the extent modified by Addendum #1.

General Information:

- The deadline for RFIs was Monday, January 30, 2023, 11:00am.

Changes to the Drawings:

- DRAWING A111, ENLARGED KITCHEN PLAN:
 - Demolition Notes – Kitchen, add the following:
 - “17. Demo existing kitchen cabinets, countertops & associated fixtures – Owner to determine if they are to be salvaged and reused.”
 - Enlarged Kitchen Demo Plan 1, Food Serving 214, add Demolition Note Tag “17” to Plan South and West dashed casework areas.

The bid date remains unchanged by this addendum.

The addendum consists of one (1) page of 8½” x 11” text.
End of Addendum #1



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

**ADDENDUM #2
BID #2023-53
Bigelow Senior Center Renovations**

6th February, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

Questions:

1. Item No. 2 Dishwasher – to be installed in a corner per plan. Should we include a corner operation splash baffle (not specified)?

Response: A splash baffle is not required.

2. Item Nos. 3 and 4 – The model number's measurements to not match the measurements shown on the floor plan. Please clarify this discrepancy.

Response: Please use the model number's measurements. The drawings are a representation of the equipment.

3. Item Nos. 5 and 11 – Hand sinks. The make/model specified is not valid. Please confirm they should be Krowne #HS-2-LF, or re-specify.

Response: Confirmed, please use Krowne #HS-2-LF.

4. Item No. 6 Fryer – Should we include a right side splash, as the fryer is located next to an open burner stove.

Response: A single splash is included as part of Item #6. Please refer to the revisions shown on the attached addendum #2 provided by Silver Petrucelli + Associates.

5. Item No 10 – (2) Sandwich units. These items could not be identified on the floor plan. Please clarify this discrepancy.

Response: Item #10 is the dashed equipment shown in the 'island' of Kitchen 215. There is to be only a quantity of one (1). Please refer to the revisions shown on the attached addendum #2 provided by Silver Petrucelli + Associates.

6. Item No. 12 is a mop sink shown on floor plan. Please provide make/model specification if we are to provide it.

Response: Please refer to the specifications shown on the attached addendum #2 provided by Silver Petrucelli + Associates.

ADDENDUM #2
BID #2023-53
Bigelow Senior Center Renovations
(page 2 of 2)

7. Item No. 16 – Floor plan shows (2) drop-in hot food wells that have no specification. Please provide specification for them

Response: Please refer to the specifications and revisions shown on the attached addendum #2 provided by Silver Petrucelli + Associates.

8. Item No. 18 – Sandwich/salad unit – the model number's measurement does not match the measurement shown on the floor plan. Please clarify this discrepancy.

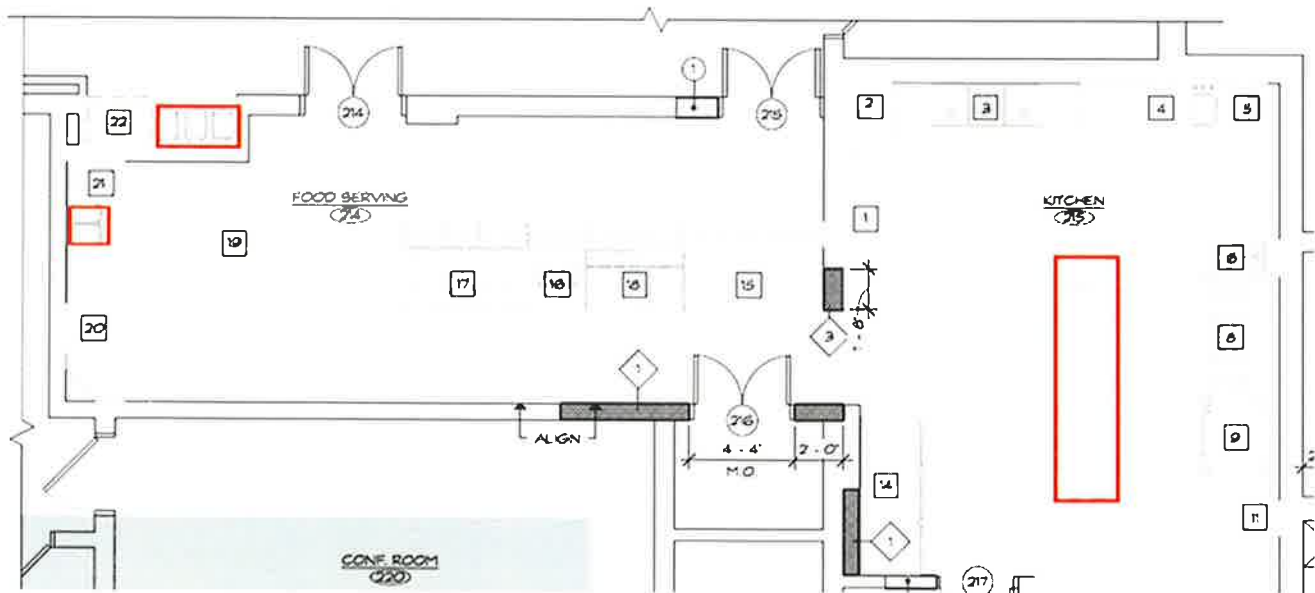
Response: Please refer to the response provided in question #2 of this addendum document as well as the revisions shown on the attached addendum #2 provided by Silver Petrucelli + Associates.

9. Item No. 18.1 – Trayslide – mounting a trayslide to the sandwich/salad unit will require drilling into the refrigerated cabinet, which might void the warranty. Should we include a trayslide that will span Items 16 and 18?

Response: The refrigerated cabinet has pre-drilled holes for an optional overshef. These holes can be used to mount the try slide.

10. The items highlighted red below are not identified. Please provide a specification if we are to include them.

Response: The three (3) items next to Item #22 and the two (2) items next to Item #21 are water/coffee dispensers to be provided by the Owner. Please refer to the response provided in question #5 of this addendum document as well as the revisions shown on the attached addendum #2 provided by Silver Petrucelli + Associates.



End of Addendum #2

Company: _____ Name: _____ Signature: _____ Date: _____

RENOVATIONS

**BIGELOW SENIOR CENTER
100 MONA TERRACE
FAIRFIELD, CT 06824
BID #2023-53**

S/P+A PROJECT NO. 21.162

DATE: February 3, 2023

The following changes to the Drawings and Project Specifications shall become a part of the Drawings and Project Specifications; superseding previously issued Drawings and Project Specifications to the extent modified by Addendum #2.

General Information:

- The deadline for RFIs was Monday, January 30, 2023, 11:00am.

New Specifications:

- SECTION 123661.16, SOLID SURFACING COUNTERTOPS has been added and is attached as part of this addendum. (4).

Changes to the Specifications:

- TABLE OF CONTENTS, Page 2, add the following:

“DIVISION 12 – FURNISHINGS

Section 123661.16 Solid Surfacing Countertops

4”

- SECTION 114000, FOODSERVICE EQUIPMENT, Foodservice Equipment List:
 - Page 1, Item #2 Dishwasher, Door Type, revise “Straight through design application” to read “Corner design application”.
 - Page 2, Item #5, Hand Sink, revise “Yukon Metal Model No. YHS-17-WF” to read “Krowne Model #HS-2-LF”.
 - Page 3, Item #6, Gas Floor Fryer, Splash Guard, Quantity, revise “1” to read “2”.
 - Page 4, Item #10, Sandwich/Salad Preparation Refrigerator, Quantity, all subitems, revise “2” to read “1”.
 - Page 5:
 - Item #11, Hand Sink, revise “Yukon Metal Model No. YHS-17-WF” to read “Krowne Model #HS-2-LF”.

- Add the following:
 - “12.1 1 each **MOP SINK**
Advance Tabco Model No. 9-OP-20
Mop Sink, floor mounted, 25”W x 21”D x 10”H (overall), 20”W x 16” front-to-back x 6” deep (bowl size), free flow drain with 2” IPS outlet, stainless-steel construction, NSF”
- Page 7, add the following:
 - “16.2 2 each **SOUP DROP-IN**
Vollrath Model No. 3646210
Soup Drop-In, 7-quart, round, stainless-steel and high-density glass fiber construction, 120-volt, thermostatic controls, 6-foot power and 4-foot control cords, NSF”
- Page 8, Item #18, Mega Top Sandwich/Salad Preparation Refrigerator, Quantity, all subitems, revise “1” to read “2”.
- Page 9, add the following:
 - “24 1 each **WORKTABLE, STAINLESS-STEEL TOP**
Eagle Group Model No. T3060SB
Budge Series Worktable, 60”W x 30”D, 430 stainless-steel top, rolled edge on front & back, adjustable 430 stainless-steel undershelf with marine edge, Uni-Lok® gusset system, (4) stainless-steel legs & adjustable bullet feet, NSF
 - 1 each Drop-In Sink, Krowne Model No. HS-2017, 20¼”W x 17”D, 20-gauge stainless-steel, complete with faucet and drain, NSF”
 - 25 1 each **DROP-IN SINK**
Drop-In Sink, Krowne Model No. HS-2017, 20¼”W x 17”D, 20-gauge stainless-steel, complete with faucet and drain, NSF
 - 26 1 each **COUNTERTOP**
Advanced Tabco Model No. VCTF-2410”
Countertop, 25”W x 120”L, 1½” x 1” square die embossed no-drip edge with ½” return on 3 sides, 5”H backsplash with a 1” return, 16-gauge stainless-steel type 304 series, NSF
 - 1 each Heavy-duty, stainless-steel brackets; quantity required for installation”

Changes to the Drawings:

- DRAWING A111, ENLARGED KITCHEN PLAN:
 - Construction Notes – Plan, add the following:
 - “3. Furnish & install 1½” solid surface countertop, eased edge, with 1” MDF backer and 4”H solid surface backsplash Provide blocking as required and continuous metal angle bracket for concealed support on all sides of wall.”

- Enlarged Kitchen Plan New Work 2:
 - Kitchen 215:
 - Add Equipment Tag “10” to dashed piece of equipment part of center island.
 - Add Equipment Tag “24” to center island equipment that has a sink.
 - Food Serving 214:
 - Add Equipment Tag “25” to sink in counter on West wall.
 - Add Equipment Tag “26” to counter on West wall.
 - Cafeteria, add Construction Note “3” to counter above Equipment Item #22.
- DRAWING P401, PLUMBING ENLARGED KITCHEN PLAN, Kitchen 215, add [4” FS] to location of Equipment Item #10 at center island and associated [1”IW] to tie into nearby [4’S] line.
- DRAWING E101, ELECTRICAL POWER PART PLAN, Electrical Power Part Plan – D 4, Circuit “12, KP2” move from its current location in Kitchen 215 to Equipment Item #16 in Food Serving 214.

The bid date remains unchanged by this addendum.

The addendum consists of seven (7) pages of 8½” x 11” text.

End of Addendum #2

SECTION 123661.16 - SOLID SURFACING COUNTERTOPS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Solid surface material countertops.
- 2. Solid surface material backsplashes.
- 3. Solid surface material end splashes.

1.3 ACTION SUBMITTALS

A. Product Data: For solid surfacing materials.

B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, and methods of joining.

- 1. Show locations and details of joints.
- 2. Show direction of directional pattern, if any.

C. Samples: For the following products:

- 1. Solid surfacing material, 6 inches square.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For solid surface materials to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate solid surface materials similar to that required for this Project, and whose products have a record of successful in-service performance.

B. Installer Qualifications: Fabricator.

1.7 FIELD CONDITIONS

- A. Field Measurements: Verify dimensions of countertops by field measurements after base cabinets are installed but before countertop fabrication is complete.

1.8 COORDINATION

- A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 - PRODUCTS

2.1 SOLID SURFACE MATERIALS

- A. Solid Surface Material: Homogeneous-filled plastic resin complying with ICPA SS-1.
 - 1. Basis-of-Design Product:
 - a. E. I. du Pont de Nemours and Company; **Corian Solid Surface**
 - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Avonite Surfaces by Aristech Acrylics LLC
 - b. Formica Corporation
 - c. LG Chemical, Ltd.
 - d. Wilsonart International
 - e. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
 - 3. Type: Provide Standard type unless Special Purpose type is indicated.
 - 4. Colors and Patterns: As selected by Architect and Owner from manufacturer's entire range.
- B. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made for wet environments.

2.2 FABRICATION

- A. Fabricate according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
 - 1. Grade: **Custom.**
- B. Configuration:
 - 1. Front: As indicated on Drawings.
 - 2. Backsplash: Straight, slightly eased at corner.
 - 3. End/Side Splash: Matching backsplash.
- C. Countertops: ½-inch-thick, solid surface material with front edge built up with same material.
- D. Splashes: ½-inch-thick, solid surface material.

- E. Fabricate tops with shop-applied edges unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.

- 1. Fabricate with loose back and end splashes for field assembly.

- F. Joints: Fabricate countertops without joints.

2.3 INSTALLATION MATERIALS

- A. Adhesive: Product recommended by solid surface material manufacturer.

- 1. Adhesives shall not contain urea formaldehyde.

- B. Sealant: Comply with applicable requirements in Section 079200 "Joint Sealants."

- C. Countertop Angles: Medium-duty, 14-gauge steel angle meeting or exceeding ASTM A 1011; 1-5/8-inch by 2-3/8-inch with 9/16-inch holes spaced 1-7/8-inch on center and 13/16-inch from end.

- 1. Product: Subject to compliance with requirements, provide **PA238** by Unistrut, a part of Atkore International, Inc. or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates to receive solid surface material countertops and conditions under which material will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install countertops level to a tolerance of 1/8-inch in 8 feet, 1/4-inch maximum. Do not exceed 1/64-inch difference between planes of adjacent units.

- B. Fasten subtops to base units by screwing through subtops into cornerblocks of base units. Shim as needed to align subtops in a level plane.

- C. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

- D. Install splashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.

- E. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

END OF SECTION 123661.16

BID #2023-53	<div>Town of Fairfield - Summary</div>					
DESC: Bigelow Senior Center Renovations						
DATE: 9th, February 2023, 11:00 am						
	A. Prete Construction Company, Inc. New Haven, CT	A. Secondino & Son, Inc. Branford, CT	Adform Interiors Manchester, CT	Bismark Construction Co., Inc. Milford, CT	Olympus Construction - A Division of Cattaruzza, LLC Milford, CT	Wernert Constuction Management, LLC Cos Cob, CT
<u>Base Bid:</u>						
1. Toilet Room Upgrades for the Total Cost of:	\$620,500.00	\$580,000.00	\$392,000.00	\$537,000.00	\$486,000.00	\$459,042.00
We will commence work on the project ___ calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner.	60 calendar days	15 calendar days	60 calendar days	10 calendar days**	30 calendar days	30 calendar days
We will be able to substantially complete the project within ___ calendar days thereafter.	180 calendar days	210 calendar days	120 calendar days	100 calendar days**	220 calendar days	275 calendar days
2. HVAC System Upgrades for the Total Cost of:	\$493,500.00	\$540,000.00	\$774,000.00	\$527,000.00	\$535,000.00	\$528,524.00
We will commence work on the project ___ calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner.	TBD	15 calendar days	60 calendar days	10 calendar days**	30 calendar days	30 calendar days
We will be able to substantially complete the project within ___ calendar days thereafter.	90 calendar days	210 calendar days	180 calendar days	50 calendar days**	240 calendar days	275 calendar days
3. Kitchen Upgrades for the Total Cost of:	\$775,000.00	\$578,000.00	\$582,000.00	\$947,000.00	\$854,000.00	\$712,774.00
We will commence work on the project ___ calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner.	TBD	15 calendar days	60 calendar days	10 calendar days**	30 calendar days	30 calendar days
We will be able to substantially complete the project within ___ calendar days thereafter.	180 calendar days	210 calendar days	180 calendar days	100 calendar days**	240 calendar days	275 calendar days
<u>Alternates:</u>						
Add Alternate #1: Solid Plastic Toilet Compartments: Add to Base Bid #1 a Total of:	\$10,000.00	\$4,900.00	\$22,000.00	\$17,500.00	\$7,500.00	\$4,204.00
The project schedule will be (increased/decreased) by ___ calendar days to complete the work indicated under Add Alternate #1.	0 calendar days	0 calendar days	5 calendar days	0 calendar days	10 calendar days	0 calendar days
<u>Alternate #2:</u> Voluntary Alternate	N/A	N/A	No Bid	\$75,000.00	No Bid	None
The project schedule will be (increased/decreased) by ___ calendar days to complete the work indicated under Add Alternate #2.	N/A	N/A	No Bid	0 calendar days	No Bid	0 calendar days
Voluntary Alternate Summary Description:				Cost savings if all 3 phases/projects (Restrooms, Kitchens, & HVAC) are done concurrently.		
Notes:				**Pending delivery schedule of HVAC equipment.		
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes

STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR
Bid #2023-53
Bigelow Senior Center Renovations

This AGREEMENT, made this day of ____ 2023, by and between the **TOWN OF FAIRFIELD**, in the County of Fairfield, a municipal Corporation of the State of Connecticut (hereinafter "**TOWN**"), and **Wernert Construction Management, LLC**, a Connecticut Corporation with its principal place of business at 76 Valley Road, Cos Cob, Connecticut, 06807 (hereinafter "**CONTRACTOR**").

WITNESSETH, that for and in consideration of the premises and the agreement herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

FIRST: Statutes.

The Contractor agrees to accept and abide by the provisions of Title 31, Section 53 of the 1965 Supplement to the General Statutes, State of Connecticut, which require "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's

commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (d) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

SECOND: Engagement and Authorization.

Subject to the terms and conditions set forth in this Agreement, Town does hereby engage and authorize Contractor — and Contractor does hereby accept such engagement and authorization, as an independent contractor for Town — to construct the Construction Project, as here in defined, and to manage such construction for Town. The Contractor further covenants and agrees at its own proper cost, charge, and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal, annexed hereto, as Exhibit A and known as PURCHASE ORDERS, and as described in the Invitation to Bid #2023-53 Plans and Specifications, attached hereto as Exhibit B, made and prepared by the Town of Fairfield Purchasing Department, in the County of Fairfield; and in the Contract Documents, as defined below in this Contract, which are incorporated by reference and wholly made a part of this Contract to the same extent as though the same were herein expressly written, in a first-class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, invitation for bid, and the Contractor's proposal all of which plans, drawings,

specifications, invitation to bid, proposal, award resolution and other Contract Documents. Such work will be performed under the supervision of the Responsible Town Official (herein "RTO"), who for the purposes of this Contract, shall be the Director of Public Works of the Town of Fairfield and/or his appointed agent.

THIRD. In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Fairfield covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions as accepted in the bid submission attached hereto as Exhibit C.

FOURTH. The Contractor agrees to indemnify, defend and hold harmless the Town of Fairfield, its employees, agents and servants from any and all claims or demands for damages or injuries to either person or property which arise or may arise out of the performance of this contract, and shall indemnify and insure the Town of Fairfield in the manner more particularly set forth in the Insurance Requirements attached herein as Exhibit D, which are made part of this Contract.

FIFTH. The term "Contract Documents" shall mean and include the following:

Advertisement for Bid

1. Instructions to Bidders
2. Bid Proposal
3. All Contract Forms:
 - a. Bid Bond
 - b. Certificate of Surety
 - c. Statement of Compliance with Bidding Requirements
 - d. Contract
 - e. Acknowledgement of Officer of Town Executing Contract
 - f. Acknowledgement of Corporate Contractor
 - g. Acknowledgement of Contractor, if an Individual
 - h. Performance and Labor and Material Bond
 - i. Certificate of Insurance
 - j. Non-Collusion Affidavit of Prime Bidder
 - k. Non-Collusion Affidavit of Subcontractor
 - l. Notice of Award
 - m. Notice to Proceed
 - n. Change Orders
 - o. Town of Fairfield, Standard Insurance Requirements
4. General Conditions
5. Supplemental General Conditions
6. Special Conditions
7. Contract Specifications

IN WITNESS WHEREOF, the Town Council of the Town of Fairfield, in the County of Fairfield

has authorized the Corporate Seal of the Town of Fairfield to be hereto affixed and this Contract to be signed by the Purchasing Authority and that same attested to by the Town Clerk and the Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed on the day and year first above written.

TOWN OF FAIRFIELD

By_____

Its: _____

Date: _____, 2023

By_____

Its: _____

Date: _____, 2023

Wernert Construction Management, LLC.

By_____

Its:

Date: _____, 2023

EXHIBIT A
PURCHASE ORDER FY 2023

EXHIBIT B
INVITATION TO BID #2023-53

EXHIBIT C
CONTRACTOR'S BID SUBMISSION

EXHIBIT D
CERTIFICATE OF INSURANCE



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Rescission Resolution:

On Thursday, 11th May 2023, the Purchasing Authority rescinded the award to Adform Interiors, Manchester, CT for bid number 2023-53, Bigelow Senior Center Renovations to provide labor, materials, and equipment necessary to complete restroom renovations at the Bigelow Senior Center as detailed in the project manual and the drawings prepared by Silver Petrucelli + Associates.

Upon further evaluation of the bid submissions and discussions with Adform Interiors, it was determined that Adform Interiors was not the low bidder for this project. Since Adform Interiors is not the low bidder for this project, the Purchasing Authority has elected to rescind the award. Instead, the Purchasing Authority has elected to award these services to Wernert Construction Management, LLC who was determined to be the lowest responsible bidder for this project.

Brenda L. Kupchick, First Selectwoman

Adam B. Tulin, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Thursday, 27th April 2023, the Purchasing Authority awarded RFP number 2023-107 Inventory of Tide Gate, Flood Control, and Underwater Bridge Projects to RACE Coastal Engineering, Stratford, CT for the inventory of tide gate and flood control structures, and GZA Geoenvironmental, Inc., Trumbull, CT for underwater bridge inspections as detailed in the RFP specifications.

RACE Coastal Engineering and GZA Geoenvironmental, Inc. were selected based on a combination of qualifications, experience, proposed approach, services offered, and proposed cost.

The award of this contract to RACE Coastal Engineering and GZA Geoenvironmental, Inc. may be subject to the review and approval of the Board of Selectmen.


Brenda L. Kupchick, First Selectwoman
Adam B. Tulin, Director of Purchasing



TOWN OF FAIRFIELD ENGINEERING DEPARTMENT

REQUEST FOR PROPOSAL

To: Prequalified Engineers

From: The Town of Fairfield

Date: Thursday, March 30, 2023

Re: RFP 2023-107 Inventory of Tide Gates, Flood Control, and Underwater Bridge Projects – Town of Fairfield

Overview:

The Town of Fairfield (Town) has several conventional tide gates, self-regulating tide gates, dikes, bulkheads, headwalls, and flood control structures, as well as one (1) bridge in a tidal creek, that require inventory, inspection, and recommendations for repair, replacement and maintenance. The Engineering Department is seeking proposals to engage the services of qualified Firm(s) to update the Town's current inventory of tide gates and flood control structures. Our goal is to create a more detailed inventory list and detailed reports for the purposes of prioritizing future repairs/replacement projects.

The awarded firm will note any problems with the structures, recommend short and long term solutions, provide a detailed condition and functional assessment of each structure, and recommend repairs or replacements to include a timeline for each said structure. After the inventory reports are complete, the awarded Consultant shall provide potential bid documents, if necessary, for the next phase of design improvements and replacements.

Deadlines:

All RFI's shall be submitted via email to Lee Flaherty, lflaherty@fairfieldct.org by **11:00am on Thursday, April 6th, 2023**. Response will be in the form of an addendum that will be posted approximately Friday, 7th April, 2023 to the Town of Fairfield website, which is www.fairfieldct.org/purchasing.

Proposal's shall be submitted electronically by 2:00pm on Thursday, April 13th, 2023 to lflaherty@fairfieldct.org

Scope of Services

It is understood that each Consultant will submit proposals that address this RFP. Any extra work not specific to the scope of work included in this RFP can be documented, but pricing must be noted as an extra cost.

1. The Consultant must inspect, compile and complete a TIDE GATE AND FLOOD CONTROL STRUCTURE INVENTORY. Please refer to the current tide gate inventory included in this RFP document. This inventory list was created in approximately 2016 and a general review of the list was recently completed.

The Consultant shall provide a written detailed description of each structure listed on the Town's inventory, including but not limited to the following:

- Identification of the structure, make and model, photo log, inspection notes, and condition assessment of all hardware components.
- Inside/outside inspection of the culverts/pipes, headwalls, dikes/berms, surrounding features, sinkholes, erosion, and sediment.
- Identification of broken or non-functioning equipment/hardware, and description of their working condition.
- Reporting on recommendations for maintenance, repair or replacement.

The above items can be captured in a written report, detailed tables or charts, or hybrid format.

When all inspections and assessments are completed, the Consultant shall prioritize each structure, provide a maintenance, repair, or replacement schedule/timetable, and cost estimates for each structure.

The Consultant shall also identify any potential conflicts or issues such as extensive permitting/Certificate of Permission (COP) general permit, utilities (if applicable), leaks, any potential flooding problems/concerns, worker/public safety issues, etc.

Ideally, the Consultant will provide a working maintenance, management, and budgetary plan which the Town can utilize for the next five (5) to ten (10) years.

2. The Town is also including UNDERWATER BRIDGE INSPECTION as part of this RFP. Because not all Firms may have the capability to perform such special services, the Town may elect to solicit these services from different Consultants, if deemed favorable to the Town. Some Firms may have the ability to perform both tide gate inventories as well as underwater bridge inspections and could be awarded both projects.

The Oldfield Road Bridge is listed in a fair/worse condition and the goal of the Town is to have this bridge inspected to properly rate this bridge and to recommend immediate repairs (two (2) to five (5) year repairs or replacement). Consultants shall provide a budgetary cost estimate for each potential phase, if applicable. This inspection would be performed by underwater, possibly via scuba methods. Estimating service life of the bridge and how to extend its service life is desired. The Town would then plan for funding and could apply for additional grant money. The Town would like to keep the bridge open and operating until a design can be completed based on the Consultant's inspection report, assessment, and recommendations.

Consultants would provide underwater inspection and analysis, meeting DOT criteria for standard bridge inspection and ratings

Please refer to the Inventory Screening Report prepared by the Connecticut Department of Transportation (08/2016), and the Bridge Inspection Report prepared by BL Companies (07/2013) included with this RFP document.

NOTE: Please include in your proposal submission if you would hire a sub-contractor(s) for tide gate and flood control structure inventory and/or the underwater bridge inspection services.

3. Services for future consideration:

The Town may require additional services related to this RFP. Please list your firm's capability to perform these potential services or if you would partner with a sub-consultant.

- | | |
|---|--|
| • Surveying | • Preliminary and Final Designs |
| • Developing Site Plans | • Tidal and Inland Wetland Staking |
| • Tide Gate Culvert Analysis | • Bidding Services |
| • Scour Analysis | • Construction Administration-Inspection |
| • Geotechnical Work | • Shop Drawing Reviews |
| • Permitting for Replacement Structures | • Dam / Dike Inspections |
| • Hydraulic Analysis | • Grant Applications |

Deliverables:

1. Tide Gate Inventory and Flood Control:

- a. Inventory and condition assessment report for tide gates and associated structures (bulkhead, dike, culvert, etc.)
- b. Recommendations, timelines for repair/replacement and cost estimates.

2. Oldfield Road Bridge:

- a. Underwater inspection and analysis report detailing short and long term recommendations and improvements including the service life of bridge.
- b. Cost estimate for each phase.
- c. Completion of funding applications (if necessary).

Fee Proposal:**1. Tide Gate and Flood Control Structure Inventory:**

<u>Total Hours</u>	<u>Total Direct Salary Cost</u>	<u>BF&O</u> <u>@ %</u>	<u>Profit</u> <u>@ %</u>	<u>Total Fee</u>
_____ hrs.	_____/hr.	____ %	____ %	\$ _____
Direct Costs				\$ _____
Total Proposed Cost				\$ _____ *

**Please include with your submission a detailed breakdown of total proposed cost.*

Please advise if you will be using a sub-consultant for these services and the name of the Firm providing these services:

2. Underwater Bridge Inspection:

Total Lump Sum Cost \$ _____ *

**Please include with your submission a detailed breakdown of total proposed cost.*

Please advise if you will be using a sub-consultant for these services and the name of the Firm providing these services:

3. Future Services: The Town may elect to hire a Consulting Firm(s) for the services listed below. Please indicate whether your company can perform these services in house or if you would hire a sub-consultant.

<u>Service</u>	<u>In House</u>	<u>Sub-Consultant</u>
• Surveying		
• Developing Site Plans		
• Tide Gate Culvert Analysis		
• Scour Analysis		
• Geotechnical Work		
• Permitting for Replacement Structures		
• Hydraulic Analysis		
• Preliminary and Final Designs		
• Tidal and Inland Wetland Staking		
• Bidding Services		
• Construction Administration-Inspection		
• Shop Drawing Reviews		
• Dam / Dike Inspections		
• Grant Applications		

TOWN OF FAIRFIELD
CONSERVATION, PUBLIC WORKS ENGINEERING DEPTS.
INVENTORY OF TIDE GATES AND FLOOD CONTROL STRUCTURES
SEPTEMBER 2022

ID	NAME	LOCATION	WATERCOURSE	QTY	SIZE	TYPE	JURISDICTION	NOTES
1 NIC	Perry's Green	Westway Road at 780 Harbor Road	Horse Tavern Crk S'port	3	Chained 24"	Flap	DPW	Stone wall needs repairs, one gate failing, already scheduled for replacement as part of Southport project in 2023
2	Horse Tavern Creek	Center Street	Horse Tavern Crk S'port	1	Steel	Flap	DPW	Drainage system reconfigured 2014 under DEEP-OLISP COP #2013001176-TS Flap inside CB.
3	353 Old Dam Road 464 Pine Creek Ave	In between Old Dam Road & Pine Creek Avenue-End	Pine Creek	1	48" ACCOMP	Flap	DPW	Installed 1997; needs inspection; anticipate eventual replacement with SRT Scheduled in FY24/25- McLevy BjorlinTide Gate
4	210 Old Dam Rd.--Par 3 Golf Course	Across from Kiwanis Field	Pine Creek	1	36"	Flap w/o flap	DPW	1983. Across from Kawanis Field NO FLAP (flap would decrease flow, sediment issue) wide ditch goes towards McLevy Tide Gate
5	680 Old Dam Rd.--Dike	behind 80 Old Dam Road	Pine Creek	1	18"	Flap	Conservation	2008 Culverts lip line with 10" PVC and a DO-SIR flap gate was installed. Modified 1949
6	Dump Lagoon aka Daniels Pond	DPW Yard - Dike	Pine Creek	1	60"	Flap	DPW	Stormwater detention basin; installed 1979; Replaced with HDPE 2019
7	1039 So. Pine Creek Rd	South Pine Creek Road	Pine Creek	1	36"	Flap	Conservation	Installed 1975; needs inspection; proposed installation of SRT in 2000?
8 NIC	Railroad Bridge 280 Old Dam Rd	Behind Kiwanis Sullivan Fields	Pine Creek	3 prop 5	60"	SRT	Conservation	1980-1983. Replacement of 1980 unit in poor condition with fiberglass design in 1998-1999; repair/upgrade of two 1983 units in fair condition with adapter rings in 1998-1999. 2010 PVC Liners installed in all three culverts and grouted. 2011 Helical pile and cradle installed; north and south steel SRT's had ventral doors replaced and the units were sandblasted minor welding repairs and the units were re-galvanized in 2012 Glastonbury by Connecticut Galvanizing, Inc. Scheduled replacement with 5 pipes-2023
9	Salt Meadow Dike 206 Salt Meadow Road	Frank Rice Path, Dike - Salt Meadow Road past cul-se-sac	Pine Creek	2	48"/60"	SRT	Conservation	2 Tidegates, were supposed to be SRT. One is broken, one has mechanical issue.
10	143 Field Point Road	Salt Meadow Road cul de sac	Pine Creek	2	15"	Cast iron flap	DPW	Street stormwater outflows.
11	80 Salt Meadow Road	Large culvert under Salt Meadow Road	Pine Creek	1	24"	Flap	Conservation	1983. Fair condition. To be removed when new 36" SRT above is installed in 2000?
12	755 Old Field Road	Oldfield Road Bridge Wingwalls	Pine Creek	1	18"	Duckbill	Conservation	Installed in 1997. Replaced 2010?
13	683 Old Field -Rice Trail	Oldfield Rd - Frank Rice Trail Entrance	Pine Creek	1	30"	Flap	Conservation	Installed in 1997. Condition 2015? F. Rice Trail Entrance
15	1094 Fairfield Beach Road	Fire Dept. Training Center & Fairfield Beach Rd. (1st Hump Tidegate)	Pine Creek	2 2	48" 60"	SRT SLUICE	Conservation	AS BUILT (2019): two 48" SRTs and two 60" sluice gates as part of flood control project DEEP permit and DOH CBDG-DR grant.
16	Fairfield Beach Road	opp 2154 Fairfield Beach Rd.	Pine Creek	1	15" HDPE?	Flap w/o flap	DPW	1968. In poor condition? To be replaced in 2000. Insp 2008.
17	Fairfield Beach Road	opp 2101 Fairfield Beach Rd.	Pine Creek	1	12 or 15 "	ACCOMP, Duckbill	DPW	
18	Fairfield Beach Road	opp 1883 Fairfield Beach Rd.	Pine Creek	1	15" RCP	Duckbill	DPW	
19	Fairfield Beach Road	opp 1753 Fairfield Beach Rd.	Pine Creek	1	12" CMP	Flapgate	DPW	
20	Fairfield Beach Road	opp 1610 Fairfield Beach Rd.	Pine Creek	2	12" ? + 15 "	Flapgate	DPW	at WPCA pump Station
21	Fairfield Beach Road	opp 1355 Fairfield Beach Rd.	Pine Creek	1	10" or 15 "	Flap -metal/CI	DPW	
22	Fairfield Beach Road	1170 Fairfield Beach Rd.	Pine Creek	2	24", 36"	Sluice	DPW	HDPE pipe, sluice gates
23	540' South of Reef Road East	Richard White Way (One Rod Hwy)	Pine Creek	1	42 x 60"	Flap--wood	DPW	Door replaced 2005 Conservation Dept.

TOWN OF FAIRFIELD
CONSERVATION, PUBLIC WORKS ENGINEERING DEPTS.
INVENTORY OF TIDE GATES AND FLOOD CONTROL STRUCTURES
SEPTEMBER 2022

ID	NAME	LOCATION	WATERCOURSE	QTY	SIZE	TYPE	JURISDICTION	NOTES
24	2. West	Richard White Way-One Rod Hwy 540' South of Reef Road	Pine Creek	1	24"	Flap--cast iron without flap	DPW	Installed 1950. Culvert rusted back and flap gate frame missing (to be replaced with one 48" SRT in future?
25	1004 Reef Road East	1004 Reef Road	Pine Creek	1	18 x 30"	Flap w/o flap	DPW	To be replaced with one 48" SRT if area is restored. Easement?
26	Rowland Road	#734 & #738 Rowland	Pine Creek	1	36"	Flap	DPW	1950 approx. To be replaced with flap if Pine Creek East is restored?
27	South Benson Marina & Oyster Marsh	Same?	Ash Creek (Rooster River)	1	24"	Flap	DPW & Conservation	Installed 1968. Replaced 199X. 48" aluminum culverts installed 1999 with 48" cast iron flap gate and tee 24" aluminum SRT. DEP Permit # End section of 48" aluminum culvert with 24" tee moun replaced. 48" aluminum flap gate installed. 24" aluminum SRT cleaned and reinstalled 2013.
28	Turney Road--before guard shack	471 Turney Road	Ash Creek (Rooster River)	1	30"	Flap	DPW	Installed 1991. In good condition.
29	Milton Street	#53 Milton Street	Ash Creek (Rooster River)	1	12"	Flap	DPW	Stormwater outflow flap gate: installed in ?; ? Condition
30	Clinton Street	#14 Clinton Street	Ash Creek (Rooster River)	1	15" or 24"	Flap	DPW	Stormwater outflow flap gate; installed in ?; ? Condition
31	South Benson Road--empties into Oyster Marsh	#715 South Benson Road	Ash Creek (Rooster River)	1		Flap	DPW	Stormwater outflow flap gate w/ silo. Installed in ? Poor condition, culvert erosion.
32	Riverside Creek	269-289 Riverside Dr	Ash Creek	1	36"	SRT	Conservation	Installed 1991. Needs thorough inspection, culvert corrosion.
33	Turney Ck Riverside	111 Riverside Drive	Turney Creek	2	48	SRT	Conservation	Twin SRT, 48" ACCMP, one broken -Sewer Siphon
				3	96"	Flap	DPW/Conservation	Triple 84 " ACCMP- Timber Flaps. Reconstruction 2023
34	Fairchild Avenue	Between 130-190 Fairchild Ave	Rooster River	1	60"	Flap	DPW	Installed approx. 1990 COP for Flap Gate & Sediment removal)
35	Old Field Road Bridge	near Gould Avenue	Pine Creek	1		Bridge	DPW	Underwater Inspection Required to assess bridge condition
	OTHERS							
36	Southport near I- 95	Westway Road & Oxford Road	Sasco Creek	2	60-inch	SRT	CTDOT	Installed c. 2000 during Southport flood control project Lack of maintenance?
37NIC	Tide Mill Dam-pvt	95 Harbor Road	Mill River	3	36-inch	Flap	Private	Installed in 1966 by Town during dam repair, now private Harbor Road Bridge & Dam Repair
38NIC	CC of Fairfield-pvt	936 Sasco Hill Road	Mill River	1	24-inch	Flap	Private	Installed C. 1985. Active CTDEEP-OLIS Permit for work?

Inspection Type: Screening



BRIDGE NO. 050020

26620 - FAIRFIELD

Oldfield Road

Over

Pine Creek

Screening Inspection

8/15/16

Inspected by: Greenman-Pedersen, Inc. (GPI)



Connecticut Department of Transportation

Project No.: 0170-3330

Inventory and Screening Form

for

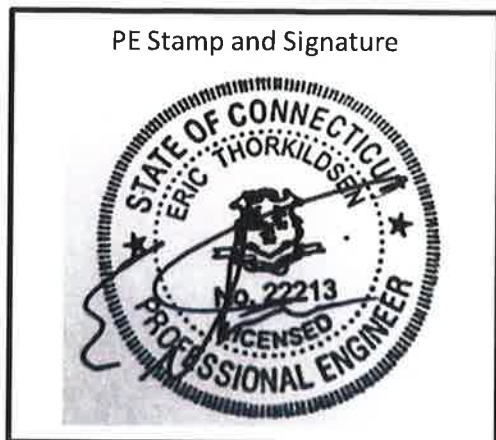
Municipal Bridges Spanning 6 to 20 ft

Town: Fairfield

Bridge No.: 050020

Date of Inspection: 8/15/16

PE Stamp and Signature



Consultant Company: Greenman-Pedersen, Inc.

Inspector: Jesse VanHouten

Inspector: Mahmoud Djindjiev

Reviewed by: _____ Date: _____

Inventory Data

Road: Oldfield Road

Crossing: Pine Creek

Bridge is located 0.0 miles West from the junction with Gould Avenue

Is this a border bridge? NO

Border Town: _____

Border State: _____

Functional Classification of Roadway: Urban Collector

Functional Classification Maps

ADT: 4800 ADT Year: 2013 ADT Source: CTDOT

ADT MAPS

(Do not use the ADT from previous 1991 report and do not estimate ADT--if no source, leave fields blank)

Main Span

Bridge Material: Concrete

Bridge Type: Culvert (includes frame culverts)

Approach Span

Bridge Material: _____

Bridge Type: _____

NBIS Bridge Length: 13.2 ft Structure Length*: 13 ft

Number of Spans: 1 Span Lengths – Span 1: 13.2 ft Span 2: _____ ft Span 3: _____ ft Span 4: _____ ft

Bridge Width Out-Out**: 53.8 ft Curb-Curb: 30.3 ft

Deck Area * **: 700 sqft Number of Lanes on Structure: 2

* Record Measurements to the nearest whole number, all other measurements are recorded to the nearest tenth.

** Under the screening phase of the program, Bridge Width (Out-Out) and Deck Area are not applicable to culverts that are significantly wider than the roadway (i.e. inlet – to – Outlet measurement is significantly greater than the curb – to – curb measurement)

Town Bridges (Span of 20 FT & under)– Inventory and Screening - Field Notes

Town: Fairfield

Bridge No.: 050020

Date of Inspection: 8/15/16

Mandatory / Standard Photos

1. Top View 1342
Photo 1 - Looking east across bridge.
2. Elevation View 1337
Photo 2 - South elevation (outlet).
3. Under View N/A
Underside inaccessible.

Additional Photos:

(include any safety concerns of an urgent nature)

4. 1340
North elevation (inlet).
5. 1335
Heavy scaling along edge of opening extending into wingwalls below waterline at outlet.
6. 1339
Spall with ECR (up to 100% section loss) at SW corner of structure.
7. 1341
Heavy scaling & spalls with ECR along edge of opening extending into wingwalls below waterline at inlet.
8. 1343
Pavement settlement along approach/bridge sidewalk interface at NE corner of structure.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.

Connecticut Department of Transportation

Project No.: 0170-3330

Inventory and Screening Form

for

Municipal Bridges Spanning 6 to 20 ft

Town: Fairfield

Bridge No.: 050020

Date of Inspection: 8/15/16


Bridge Orientation Sketch


(Select North Arrow and Stream Flow Directions, Indicate Number of Traffic Lanes and add Wingwall/ Abutment Labels)

NE Wing Wall

SE Wing Wall

Stream Flow Direction

☒ 

☐ 

☐ N/A (no watercourse)

Abutment Single Barrel

Abutment Barrel

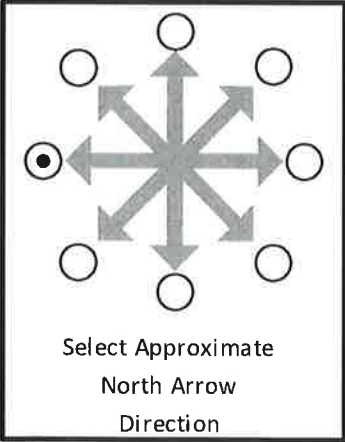
NW Wing Wall

SW Wing Wall

of Lanes in Direction Indicated: 1

One Lane Alternating Traffic?
YES NO
☐ ☒

Select Approximate North Arrow Direction



Connecticut Department of Transportation

Project No.: 0170-3330

Inventory and Screening Form

for

Municipal Bridges Spanning 6 to 20 ft

Town: Fairfield

Bridge No.: 050020

Date of Inspection: 8/15/16

Screening Data (Limited Inspection)

Previous Inspection Information	YES	NO
Was structure inspected under the previous CDOT project (#170-936)?	<input checked="" type="radio"/>	<input type="radio"/>
Is structure new or significantly modified since last CDOT inspection?	<input type="radio"/>	<input checked="" type="radio"/>
Has the structure been inspected by others since the last CDOT inspection?	<input type="radio"/>	<input checked="" type="radio"/>
Date of last inspection by others: _____		

Inspection Access	N/A	YES	NO
Is there ready access to both sides of bridge (up & downstream)?		<input checked="" type="radio"/>	<input type="radio"/>
Can stream be walked with waders?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Items for full inspection: <input checked="" type="checkbox"/> Boat or raft <input checked="" type="checkbox"/> Divers <input type="checkbox"/> Ladder <input checked="" type="checkbox"/> Tidal <input checked="" type="checkbox"/> Low FB <input type="checkbox"/> Confined Space			
Other: Less than 1' of freeboard at low tide. Divers recommended.			

Topside (Bridge and Culvert)	Sat/Better	Fair/Worse
Condition of Topside (overlay, top of deck).	<input checked="" type="radio"/>	<input type="radio"/>
Safety concerns of urgent nature on topside? (include parapets, railing, etc)	NO <input checked="" type="radio"/>	YES <input type="radio"/>

Underside (Bridge)	N/A	Sat/Better	Fair/Worse
Condition of underside of deck	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of superstructure.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of abutments	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of wingwalls	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Safety concerns of urgent nature on underside?	<input checked="" type="radio"/>	NO <input type="radio"/>	YES <input type="radio"/>

Underside (Culvert)	N/A	Sat/Better	Fair/Worse
Condition of roof	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of sidewalls.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of invert	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Condition of wingwalls	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Safety concerns of urgent nature on underside?	<input checked="" type="radio"/>	NO <input type="radio"/>	YES <input type="radio"/>

Channel	N/A	Sat/Better	Fair/Worse
Condition of scour	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Condition of channel	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Alignment of channel	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Adequacy of channel to carry high flow	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Connecticut Department of Transportation

Project No.: 0170-3330

Inventory and Screening Form

for

Municipal Bridges Spanning 6 to 20 ft

Town: Fairfield

Bridge No.: 050020

Date of Inspection: 8/15/16

Screening Data (Continued)

General Assessment

	N/A	Sat/Better	Fair/Worse
58. Deck	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
59. Superstructure	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
60. Substructure	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
61. Channel	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
62. Culvert	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
67. Structural Evaluation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
71. Waterway Adequacy	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Safety Items

Was Town notified of any urgent safety concerns by e-mail (with Photos)? NO

Date Town was notified:

Topside: RC parapets extend above roadway, however no approach guard rail present.
Pavement settlement (up to 4") along bridge/approach sidewalk at NE corner of structure.
Minor cracking & settlement throughout bridge sidewalk along both sides of roadway.
Chain-link post support detached from RC wingwall at SE corner of structure.

Underside: Heavy abrasion & surface spalling with ECR throughout RC headwall along the waterline at inlet.
Heavy abrasion below waterline & spall with ECR & 100% section loss at the SW corner of outlet RC headwall.

Channel: Heavy embankment scour at NE & SE corners of structure at wingwall ends.
Heavy sediment/organic deposition (2'+) surrounding each edge of upstream & downstream channels

General: 1 x 12'-0" RC Frame culvert along an approximate 25 degree skew with roadway.
The freeboard under low tide was less than 1'-0" at time of inspection, therefore the underside could not be fully inspected.
Phase 2 inspection recommended.

Form: Asset Photos
Inspection type: Screening
Inspection Date: 9/09/2016
Inspected by: GPI

Bridge No: 050020

Town: FAIRFIELD
Carried: Old Field Road
Crossed: Pine Creek
Inventory Route: 8



Photo Number: 1

Looking east across bridge.

Photo Taken: 09/09/2016



Photo Number: 2

South elevation (outlet).

Photo Taken: 09/09/2016

Form: Asset Photos
Inspection type: Screening
Inspection Date: 9/09/2016
Inspected by: GPI

Bridge No: 050020

Town: FAIRFIELD
Carried: Old Field Road
Crossed: Pine Creek
Inventory Route: 8



Photo Number: 3

Photo Taken: 09/09/2016

North elevation (inlet).



Photo Number: 4

Photo Taken: 09/09/2016

Heavy scaling along edge of opening extending into wingwalls below waterline at outlet.

Form: Asset Photos
Inspection type: Screening
Inspection Date: 9/09/2016
Inspected by: GPI

Bridge No: 050020

Town: FAIRFIELD
Carried: Old Field Road
Crossed: Pine Creek
Inventory Route: 8



Photo Number: 5

Photo Taken: 09/09/2016

Spall with ECR (up to 100% section loss) at SW corner of structure.



Photo Number: 6

Photo Taken: 09/09/2016

Heavy scaling & spalls with ECR along edge of opening extending into wingwalls below waterline at inlet.

Form: Asset Photos

Inspection type: Screening

Inspection Date: 9/09/2016

Inspected by: GPI

Bridge No: 050020

Town: FAIRFIELD

Carried: Old Field Road

Crossed: Pine Creek

Inventory Route: 8



Photo Number: 7

Photo Taken: 09/09/2016

Pavement settlement along approach/bridge sidewalk interface at NE corner of structure.

July 2013



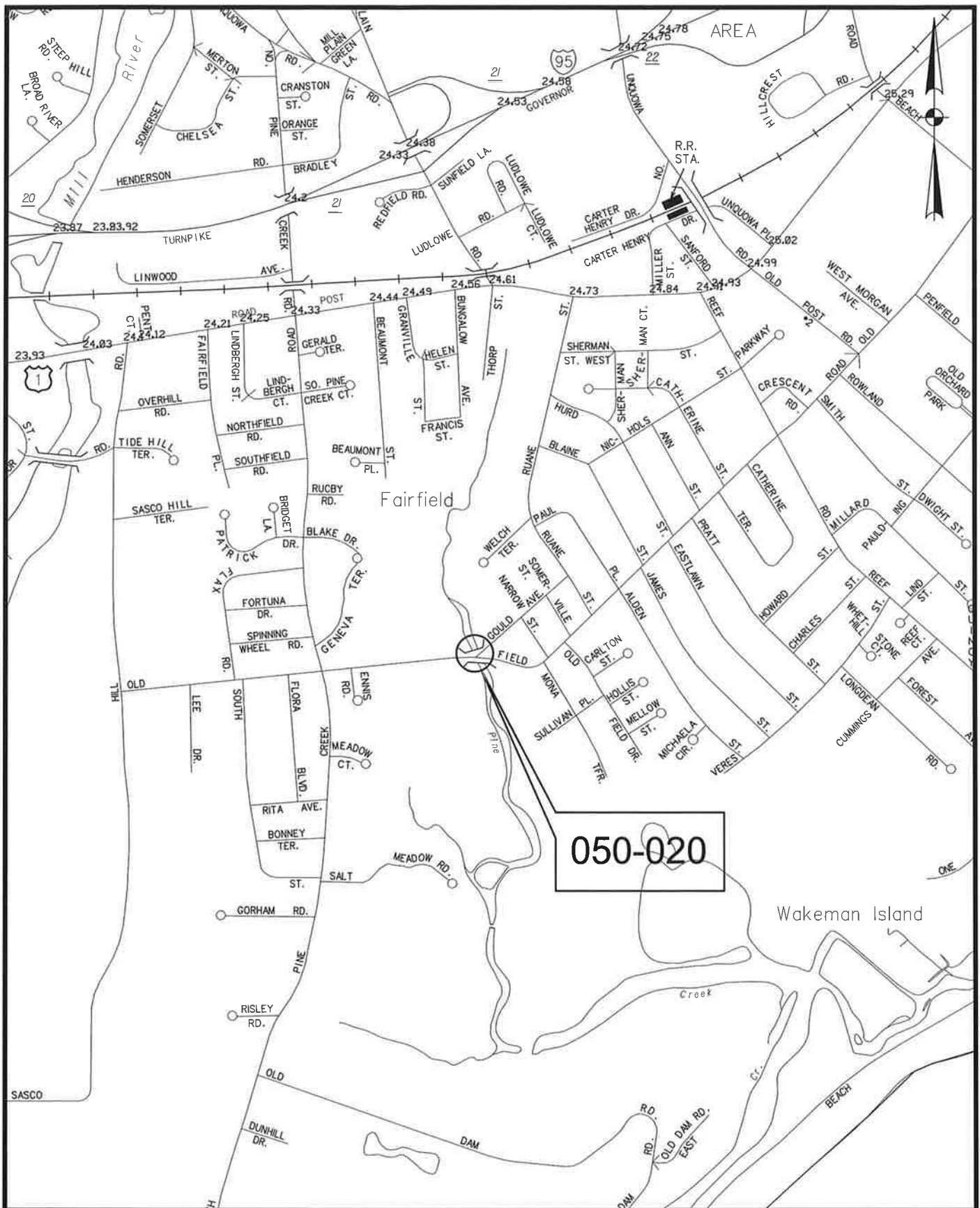
Town of Fairfield
Municipal Bridge Inspection Program

Bridge Inspection Report

Bridge Number # 050-020
Oldfield Road over Pine Creek
Fairfield, Connecticut

PREPARED BY:
BL Companies
355 Research Parkway
Meriden, CT 06450





LOCATION MAP
 BRIDGE NO. 050-020
 OLDFIELD ROAD OVER PINE CREEK
 FAIRFIELD, CONNECTICUT

Designed
 Drawn
 Checked
 Approved
 Scale 1" = 1000'
 Project No. 12C4177
 Date 07/02/2013
 CAD File TLOC12C4177

C.E.P.

Executive Summary

Scope of Rehabilitation

BL Companies has developed immediate and long-term recommendations based on several factors such as the following: Cost Impacts, Field Observations, Rights of Way Impacts, Structure Life Expectancy, and Traffic Impacts to the Local Residents.

Taking these factors into account, BL Companies recommends that approach guiderailing be installed to eliminate the blunt fixed end condition at the parapets. Subsequent to these repairs, it is also recommended that additional underwater inspections as well as follow-up inspections be performed biennially or following a major storm event until the long-term recommendation is implemented.

Regarding a long-term solution to this site's deficiencies, BL Companies recommends replacing Bridge No. 050-020 with a reinforced concrete three-sided box culvert due to the condition of the concrete observed along the fascia and the structures hydraulic inadequacy. The proposed structure should be properly sized to meet the hydraulic requirements of the tidally influenced Pine Creek. Precast concrete headwalls should be installed at both ends to support the roadway embankment. Traffic guiderailing should be installed with leading end anchorages at all four corners.

Existing Structure

Culvert Rating:	5
Geometry Rating:	6
Overall Rating:	6

Miscellaneous Information

Rights of Way Impacts	None ¹
Utility Impacts/ Conflicts:	None ¹
Permits:	None ²
Anticipated Construction Duration:	1 Week (Short-Term) 4 Months (Long-Term)

Notes:

1. Rights of Way Impacts and Utility Impacts/Conflicts as identified as part of this report are based upon a preliminary evaluation and limited available mapping/ information.
2. Permitting Identified in this Report is based upon Municipal Funding. If Federal or State funding is utilized, additional Army Corps Of Engineers and Connecticut Department of Environmental Protection permitting will be required. If any rehabilitation or replacement has over 5,000 square feet of impacts, ACOE permitting will be required.

Description

Bridge No. 050-020 carrying Oldfield Road over Pine Creek in Fairfield, is an approximate 13-foot reinforced concrete arch culvert estimated to have been built in 1935. The structure carries one lane of traffic in each direction. The gutter-to-gutter roadway width is 33.7-feet, consisting of two 16-foot travel lanes, and the out to out width of the structure is 54.7-feet. The South side of the bridge has a 10 foot sidewalk while the North side has a 9.3 foot sidewalk. There are reinforced concrete parapets along both sides of the bridge but all four corners of the structure lack guiderail protection. The structure is located along a horizontal curve. An inspection performed by BL Companies in July 2012 found the structure is reaching the end of it's service life and should be planned and scheduled for replacement.

Field Observations

The overall condition of the structure is fair (Rating = 6). The bituminous concrete overlay in the vicinity of the site is in fair condition displaying only minor cracking. There is no approach traffic guiderailing present. The reinforced concrete parapets on each headwall are in fair condition; however, separation between a pier and the wall of the North parapet suggests that the structure might be experiencing some additional secondary settlement. Significant concrete scaling and spalling was observed along the North fascia.

The inspection took place at low tide and the water level was just below the low chord of the arch culvert. This prevented any inspection below the headwall of the structure. The culvert is experiencing significant concrete spalling and deterioration at and below the water level with exposed rebar at the inlet of the structure. Both the upstream embankments show evidence that the water level reaches the top of the headwall during high tide which suggests the structure does not have sufficient hydraulic capacity.

There are overhead telephone lines approximately 20 feet above the road elevation along the south side of the bridge. The channel has not been maintained with the embankments experiencing significant erosion causing the nearby vegetation to be undermined. This erosion appears to be a result of the high water elevation during high tide.

Recommendations for Rehabilitation

Based upon the condition of the reinforced concrete arch; BL Companies recommends that Bridge No.050-020 be planned and scheduled for a full structure replacement due to the structure's insufficient hydraulic capacity and condition of the concrete observed at the fascia. The existing structure should be replaced with a reinforced concrete three-sided box culvert because of the box culvert's ease of installation, low cost, low maintenance, and long life expectancy. The proposed structure should be properly sized to meet the hydraulic requirements of Pine Creek.

Due to the limited access to the structure it would be difficult to implement any immediate repairs to the structure. However, approach guiderailing that meets the current design standards should be installed. Subsequent to this repair, it is also recommended that follow-up inspections be performed biennially until the long-term recommendation is implemented.

PHOTO LOGS



Companies

Bridge No.	050-020	Town:	Fairfield	Inspected by:	C. Perkoski
Feature Carried:	Old Field Road			Inspected by:	J. Carroll
Feature Crossed:	Pine Creek			Date Inspected:	07/12/2012



Photo # 1:
View of East Approach. Notice Cracking of Approach Roadway.



Photo # 2
View of South Parapet Wall. Notice Minor Cracking of Bituminous Wearing Surface.



Companies

Bridge No.	050-020	Town:	Fairfield	Inspected by:	C. Perkosi
Feature Carried:	Old Field Road			Inspected by:	J. Carroll
Feature Crossed:	Pine Creek			Date Inspected:	07/12/2012



Photo # 3:

View of North Elevation Looking Downstream. Notice Water Elevation at Low Tide. Also Notice the Concrete Scaling along the Fascia.



Photo # 4:

View of North Parapet. Notice Separation Between the Pier and Wall.



Companies

Bridge No.	050-020	Town:	Fairfield	Inspected by:	C. Perkoski
Feature Carried:	Old Field Road			Inspected by:	J. Carroll
Feature Crossed:	Pine Creek			Date Inspected:	07/12/2012



Photo # 5:

View of Northwest Embankment. Notice Evidence of the Water Level at High Tide.



Photo # 6:

Close Up View of North Elevation at Water Level. Notice Significant Deterioration and Exposed Reinforcement.



Companies

Bridge No.	050-020	Town:	Fairfield	Inspected by:	C. Perkosi
Feature Carried:	Old Field Road			Inspected by:	J. Carroll
Feature Crossed:	Pine Creek			Date Inspected:	07/12/2012



Photo # 7:
View of Southeast Embankment. Notice Spalled Concrete at Water Level.



Photo # 8:
View Downstream of Structure.

BRIDGE EVALUATION FORMS

Bridge Inspection Report BRI-18

BRIDGE #:

050-020

INSPECTION DATE:

7/12/2012

INSPECTION TYPE:**PREVIOUS INSPECTION DATE:****SNOOPER REQUIRED:** ☐ N**INSPECTION PERFORMED BY:**

C. PERKOSKI

SNOOPER USED:☐ N**TOWN:**

FAIRFIELD

FEATURE CARRIED:

ROADWAY

YEAR BUILT:

1935

LOCATION:

OLD FIELD ROAD

FEATURE INTERSECTED:

PINE CREEK

YEAR REBUILT:

NA

MAIN MATERIAL:

Concrete

MAIN DESIGN:

CULVERT

INSPECTION VISITS:**INSPECTORS:**

C. Perkosi

58. DECK**OVERALL RATING** ☐ NA**RATING**

OVERLAY	<input type="checkbox"/> N	
DECK STR. CONDITION	<input type="checkbox"/> N	
CURBS	<input type="checkbox"/> N	
MEDIAN	<input type="checkbox"/> N	
SIDEWALKS	<input type="checkbox"/> N	
PARAPET	<input type="checkbox"/> N	
RAILING	<input type="checkbox"/> N	
PAINT	<input type="checkbox"/> N	
FENCE	<input type="checkbox"/> N	
DRAINS	<input type="checkbox"/> N	
LIGHTING STANDARD	<input type="checkbox"/> N	
UTILITIES TYPE/SIZE	<input type="checkbox"/> N	
CONSTRUCTION JOINTS	<input type="checkbox"/> N	
EXPANSION JOINTS	<input type="checkbox"/> N	

59. SUPERSTRUCTURE**OVERALL RATING** ☐ NA**RATING**

BEARING DEVICES	<input type="checkbox"/> N	
CONCRETE SLAB	<input type="checkbox"/> N	
GIRDERS	<input type="checkbox"/> N	
FLOOR BEAMS	<input type="checkbox"/> N	
TRUSSES-GENERAL	<input type="checkbox"/> N	
TRUSSES-PORTALS	<input type="checkbox"/> N	
TRUSSES-BRACING	<input type="checkbox"/> N	
PAINT	<input type="checkbox"/> N	
RUST	<input type="checkbox"/> N	
MACHINERY MOV SPAN	<input type="checkbox"/> N	

Bridge Inspection Report BRI-18

BRIDGE #:

050-020

INSPECTION DATE:

7/12/2012

RIVETS & BOLTS	NA	
WELDS & CRACKS	NA	
TIMBER DECAY	NA	
CONCRETE CRACKING	NA	
COLLISION DAMAGE	NA	
MEMBER ALIGNMENT	NA	
DEFLECT. UNDER LOAD	NA	
VIBR. UNDER LOAD	NA	
STAND PIPES	NA	
BARREL LADDERS	NA	

ARE BARREL LADDERS OSHA COMPLIANT?

☐

60. SUBSTRUCTURE

OVERALL RATING **NA**

	RATING	
ABUTMENTS-STEM	N	
ABUTMENTS-BACKWALL	N	
ABUTMENTS-FOOTINGS	N	
ABUT.-SETTLEMENT	N	
ABUTMENTS-WINGWALLS	N	
PIERS/BENTS-CAPS	N	
PIERS/BENTS-PILE BENT	N	
PIERS/BENTS-COLUMN	N	
PIERS/BENTS-FOOTINGS	N	
PIERS/BENTS-Settlement	N	
EROSION-SCOUR	N	
CONCRETE CRACK-SPALL	N	
STEEL CORROSION	N	
PAINT	N	
TIMBER DECAY	N	
COLLISION DAMAGE	N	
DEBRIS	N	

61. CHANNEL PROTECTION

OVERALL RATING **6**

	RATING	
CHANNEL SCOUR	N	Channel Bottom Could Not be Observed Due to Water Level
EMBANKMENT EROSION	5	All 4 corners have erosion at embankments.
DEBRIS	7	None Observed at the Time of the Inspection.
VEGETATION	6	All Embankments Have Dense Vegetation.

Bridge Inspection Report BRI-18

BRIDGE #:

050-020

INSPECTION DATE:

7/12/2012

CHANNEL CHANGE

8

None

FENDER SYSTEM

NA

SPUR DIKES & JETTIES

NA

RIP RAP

NA

62. CULVERTS & RETAINING WALL

OVERALL RATING

5

RATING

BARREL

NV

Not Visible

CONCRETE

5

Significant Spalling and Exposed Rebar at and Below Water Level

STEEL

NA

TIMBER

NA

HEADWALL

5

Scaling of Concrete Observed

CUTOFF WALL

NV

Not Visible

DEBRIS

NA

RETAINING WALL STEM

NA

Could Not Be Observed Due to the Water Level

FOOTING

NA

Could Not Be Observed Due to the Water Level

APPROACH CONDITION

OVERALL RATING

6

RATING

APPROACH SLAB

N

RELIEF JOINTS

N

APPROACH GUIDE RAIL

5

None, Ends Exposed.

APPROACH PAVEMENT

6

satisfactory Condition, Minor Cracking Observed

APPROACH EMBANKMENT

5

Significant Erosion Observed

TRAFFIC SAFETY FEATURES:

BRIDGE RAILINGS

0

None, Ends Exposed

TRANSITIONS

0

None

APPROACH GUARDRAILS

0

None

APPR. GUARDRAIL ENDS

0

None

LOAD POSTING

SINGLE UNIT (TONS)

NA

HS (TONS)

NA

4 AXLE (TONS)

NA

2S3 (TONS)

NA

ADVANCE WARNING Y/N

NA

LEGIBILITY

NA

VISIBILITY/LOCATION

NA

Bridge Inspection Report BRI-18

BRIDGE #:

050-020

INSPECTION DATE:

7/12/2012

MISC.

MIN VERT. UNDERCLR.

NA.

POSTED CLR UNDER BRIDGE

NA.

POSTED CLR UNIT (TONS)

NA.

ADVANCE WARNING (Y/N)

NA.

SPEED LIMIT (IF ANY)

MPH

CHARACTER OF TRAFFIC

Low Volume Local Road.

ADDITIONAL NOTES

See Report

ADDITIONAL COMMENTS:

Inspectors' Signatures:

1)

DATE:

__/__/__

2)

DATE:

__/__/__

3)

DATE:

__/__/__

4)

DATE:

__/__/__

P.E. Signature:

DATE:

__/__/__

P.E. #:

Reviewed by:

DATE:

__/__/__

Bridge Number 050-020

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BRIDGE SAFETY & EVALUATION

Inspected By: C. Perkosi &

Sufficiency Rating

Previous Inspection Date 4/23/1991

STRUCTURE EVALUATION

SHEET 1 OF 2 FORM BRI-19 REV 10/00

APPENDIX E

SHEET 1 OF 2 (INSP. REPORT)

BS&E Received

☐

Data Entry By:

Copies

Data Entry Date:

90) Inspection Date	Inspection Team	91) Frequency Class
0 7 1 2 1 2		
Indepth Insp	Deck Survey	Access
		Flagman
CRITICAL FEATURE INSPECTIONS		
Type	Frequency	Team
Date		
Fracture:		
Uwater:		
Special:		

RED FLAG

IDENTIFICATION

Bridge Name

Town Name FAIRFIELD

Town Code

5) Inventory Route:

A) Record Type

B) Signing Prefix

C) Level of Service

6) Feature Intersected

PINE CREEK

7) Facility Carried

OLD FIELD ROAD

9) Location

50 FT. WEST OF GOULA AVE.

11) Milepoint

Mile

16) Latitude

deg

min

sec

0 4 1

deg

0 8

min

0 1

sec

5 4

17) Longitude

deg

min

sec

0 7 3

deg

1 5

min

4 8

sec

3 8

98) Border Bridge:

A) State Code

B) Percent Responsibility

B) Border Town Name

99) Border Bridge Structure No

STRUCTURE TYPE AND MATERIAL

43) Structure Type, Main:

A) Material Concrete

1

B) Design Type

Slab

1 9

44) Structure Type, Approach:

A) Material Other

0

B) Design Type

Other

0 0

45) Number of Spans, Main Unit

0 0 1

46) Number of Approach Spans

0 0 0 0

107) Deck Structure Type

N/A - CULVERT

N

108) Wearing Surface/Protective System:

A) Type of Wearing Surface

Bituminous

6

B) Type of Membrane

N/A

N

C) Type of Deck Protection

N/A

N

AGE AND SERVICE

27) Year Built

1 9 3 5

106) Year Reconstructed

42) Type of Service:

A) On

Highway

0

B) Under

Waterway

5

28) Number of Lanes:

A) On

0 2

B) Under

29) Average Daily Traffic

109) Percent Truck

30) Year of ADT

19) Bypass, Detour Length

miles

GEOMETRIC DATA

48) Length of Max Span

ft

49) Structure Length

ft

50) Curb or Sidewalk Widths:

A) Left

ft

0 9

B) Right

ft

1 0

ft

51) BRG Rdwy width, curb-curb

ft

52) Deck Width, Out-Out

ft

32) Approach Roadway Width

ft

33) Bridge Mediar

No Median

Deck Area

sqft

34) Skew Angle

deg

35) Structure Flared

ft

in

10) Inv. Rte. Min. Vert Clearance

ft

47) Log Inv. Rte. Total Horiz. Clr.:

ft

47) Rlog Inv. Rte. Total Horiz. Clr.:

ft

53) Min Vert Clearance Over Bridge

ft

in

54) Min Vert Under Clearance

Ref

ft

in

55) Min Lat Under Clearance on Right

Ref

ft

56) Min Lat Under Clearance on Left

ft

BRIDGE COMMENTS

CLASSIFICATION

112) NBIS Bridge Length
104) Highway System
26) Functional Class
100) Defense Highway
101) Parallel Structure
102) Direction of Traffic
103) Temporary Structure
110) Designed National Network
20) Toll
21) Maintain
22) Owner
Report Class
37) Historical Significance

2-way traffic

N
8
1 9
0
N
2
0
0 3
0 3
4

WATERWAY

Drainage Basin Code
38) Navigation Control
39) Navigation Vert Clr.
116) Vert-Lift Brg Nav Min
111) Pier Abutment Protection

PROPOSED IMPROVEMENTS

75A) Type of Work Proposed
75B) Work Done By
76) Length of Struct. Improvement ft
94) Bridge Improvement Cost
95) Roadway Improvement Cost
96) Total Project Cost
97) Year of Improvement Cost Est.
114) Future ADT
List No. Project No. 115) Year Future ADT
Advertised

POSTED SIGNS & UTILITIES

Other Posted Signs 1
Other Posted Signs 2
Actual P.L. Single Unit Truck tons
Rec. P.L. Single Unit Truck tons
Actual P.L. Semi-Trailer Truck tons
Rec. P.L. Semi-Trailer Truck tons
Rec. P.L. All Vehicles tons
Posted Vert Clearance On Bridge ft in
Posted Vert Under Clearance ft in
Posted Speed Limit mph
Utility
Utility

tons
tons
tons
tons
tons
ft
ft
ft

STRUCTURE EVALUATION

SHEET 2 OF 2 FORM BRI-19 REV 10/00

SHEET ___ OF ___ (INSP. REPORT)

INSPECTED BY: C. Perkosi

31) Design Load
63) Operating Rating Type
64) Operating Rating
65) Inventory Rating Type
66) Inventory Rating

CONDITION

58) Deck
59) Superstructure
60) Substructure
61) Channel & Chan. Protection
62) Culverts

Items 58 Thru 72 Checked By:

36) Traffic Safety Features:
A) Bridge Railings
B) Transitions
C) Approach Guardrail
D) Approach Guradrail End

LOAD RATING AND POSTING

0
0
5

Evaluation Code
Year of Evaluation
70) Bridge Posting
41) Structure Status

APPRAISALS

67) Structure Evaluation
68) Deck Geometry
69) Under Clear Vert & Horiz
71) Waterway Adequacy
72) Approach Rdwy Alignment
113) Scour Critical

Rating By
5 6 CP
6 6 CP
N N CP
4 5 CP
6 6 CP
6 6 CP

OTHER FEATURES

Fence Required
Fence Present
Fence Height ft
Fence Type
Fence Material
Fence Top Type

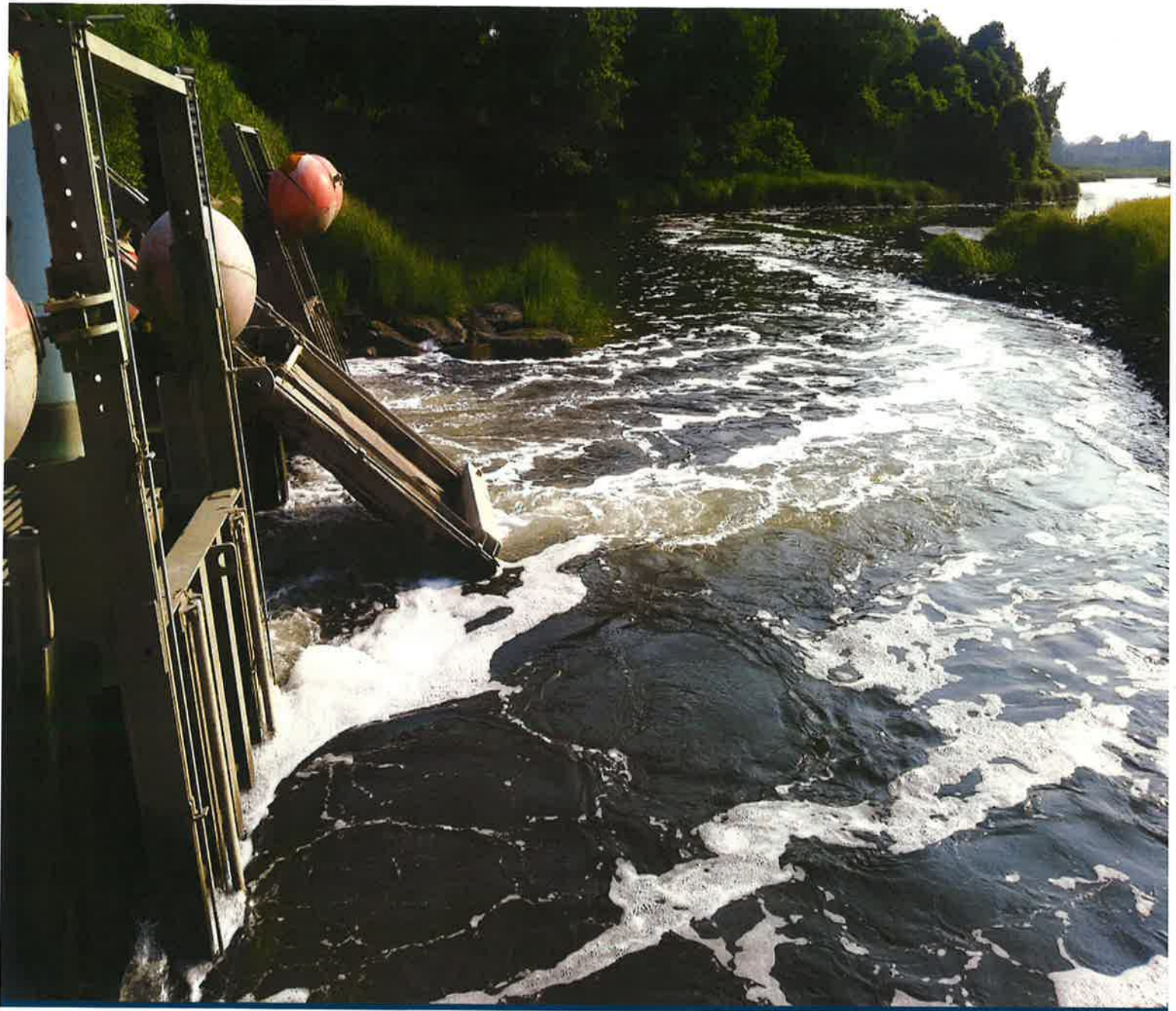
ft

Barrel Ladder
Stand Pipes
Cat Walks
Movable Inspection System
Loose Concrete Checked?

INSPECTION FEATURES

Proposed Next Indepth Insp Year

REVIEWED BY Date



REQUEST FOR PROPOSAL
DUE: APRIL 18, 2023, 2PM

TOWN OF FAIRFIELD

**RFP 2023-107 INVENTORY OF TIDE GATES,
FLOOD CONTROL, AND
UNDERWATER BRIDGE PROJECTS**



PROPOSAL RESPONSE PREPARED BY:

RACE Coastal Engineering, Inc.
611 Access Road
Stratford, CT 06615
P. (203) 377-0663
F. (203) 375-6561
www.racecoastal.com

CONTACT:

Devin Santa, PE
President
RACE Coastal Engineering
(203) 377-0663
devin@racecoastal.com



April 18, 2023

Town of Fairfield
Purchasing Department
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824

Attention: Ms. Lee Flaherty
lflaherty@fairfieldct.org

Reference: RFP 2023-107 Inventory of Tide Gates, Flood Control, and Underwater Bridge Projects

Dear Ms. Flaherty:

RACE COASTAL ENGINEERING, INC. ("RACE") is pleased to submit this proposal for engineering services related to the inventory of the tide gates, flood control, bridge structures per the Town's 30 March 2023 Request For Proposal (RFP).

RACE has extensive experience working with the Town of Fairfield on your coastal projects. Additionally, **RACE** has direct applicable experience having worked on the Perry's Green, 280 Old Dam Road, and 1094 Fairfield Beach Road tide gate structures. We are confident that our proven track record in working with the Town, extensive knowledge of coastal and hydraulic structures, and local presence providing for rapid response will allow **RACE** to provide the best possible service on this project.

This proposal will provide you with our understanding of **RACE's** Scope of Services and estimated fees to perform these services. The services are to be provided to the **Town of Fairfield** ("Client").

1. SCOPE OF SERVICES:

The following paragraphs identify the specific Scope of Services to be provided. **RACE's** Scope of Services will include the following Phases:

- Phase 1: Tide Gate & Flood Control Structure Inventory
- Phase 2: Oldfield Road Bridge Inspection

Services specifically included in the Scope of Services are identified as *Basic Services*. Fees for the *Basic Services* are listed in Section 3 of this Agreement. During the course of the Work, the Client may authorize services that are not specifically included in the Scope of Services. Such services are identified as *Additional Services*. The fees for *Additional Services* are NOT included in the fees for the *Basic Services*. The fees for *Additional Services* are in accordance with Section 3 of this Agreement.

Phase 1: Tide Gate & Flood Control Structure Inventory

Work associated with this Phase is related to efforts required to prepare, investigate, document, and provide recommendations for the 32 tide gate structures listed in the RFP.

The following phases describe services to be provided:

- **Phase 1.1: Project Initiation and Existing Data Review**

- Conduct project kick-off meeting with Town staff. Kick-off meeting will review points of contact, project goals, schedule, and any specific facility access requirements.
- Prepare internal Project Management Plan (PMP). The PMP will document scope, schedule, budget, risk analysis, contact list, and process for managing any project changes.
- Review existing tide gate information provided by the Town that may influence investigation program or recommendations. This information may include past permits, design drawings, and/or operations and maintenance manuals.

- **Phase 1.2: Tide Gate & Flood Control Field Investigations**

- Perform investigations with 2-person engineering team at the 32 tide gate / flood control structures referenced in the RFP. Investigations to be conducted during periods of low tide to maximize visible components. Based on restrictions associated with tidal access, it has been estimated that a maximum of two tide gate / flood control structures can be investigated per day. Investigations will include:
 - Identification of structure, make and model of tide gate (if applicable), inspection notes, and condition assessment of hardware items.
 - Visual review of culverts from outside culvert (no camera or diving investigations are proposed).
 - Visual review of headwall, dikes, and berms.
 - Documentation of sinkholes, erosion, or sedimentation.
 - Identification of any broken or damaged hardware.
 - Measurement of culvert size
 - Measurement of culvert invert as determined by network RTK-GPS (provided there is suitable satellite coverage)

- **Phase 1.3: Report of Findings**

- Prepare inspection logs for each of the 32 tide gates / flood control structures documenting results of investigation efforts. Logs shall include photographs and any noted damages or deficiencies per the investigation efforts.
- Prepare recommendations for repair and maintenance of tide gate / flood control structures. Such recommendations will be high-level descriptions. No detailed designs or drawing product is included in this effort.
- Develop Opinion of Probable Costs (OPCs) for recommended repairs or maintenance activities.



- Develop recommended prioritization, sequencing, and scheduling of recommended repairs and maintenance. This shall include all structures and is anticipated to include a 10-year planning horizon.
- Conduct meeting with Town personnel to review results of findings.
- **Phase 1 Deliverables**

Deliverables
<ul style="list-style-type: none">● Meeting minutes from Client kick-off and Report of Findings review meetings● Inspection logs and associated documentation for 32 tide gate / flood control structures● Report of Findings detailing recommended repairs and maintenance, OPCs, and prioritizations.

Phase 2: Oldfield Road Bridge Inspection

Work associated with this Phase is related to efforts required to prepare, investigate, document, and provide recommendations for the Oldfield Road Bridge detailed in the RFP. **RACE** will perform this work in coordination with our Town of Fairfield On Call Coastal Engineering teaming partner, Weston & Sampson, Inc.

The following phases describe services to be provided:

- **Phase 1.1: Project Initiation and Existing Data Review**
 - Conduct project kick-off meeting with Town staff. Kick-off meeting will review points of contact, project goals schedule, and any specific facility access requirements.
 - Prepare internal Project Management Plan (PMP). The PMP will document scope, schedule, budget, risk analysis, contact list, and process for managing any project changes.
 - Review existing bridge information provided by the Town that may influence investigation program or recommendations. This information may include past permits, design drawings, and/or prior inspection reports.
- **Phase 1.2: Bridge Field Investigations**
 - Perform above water visual inspection of accessible portions of the bridge above Mean Low Water.
 - Perform diving investigations to review underwater portions of bridge abutments. **RACE** will coordinate and lead a four-person OSHA certified dive team consisting of a diver, two diver mechanics, and supervisor. Diving sub-consultant will be Underwater Construction Corporation of Essex, CT. **RACE** will provide an engineer to document the efforts of the dive investigation. The underwater investigations will occur over a single day period.



- **Phase 1.3: Report of Findings**

- Prepare condition evaluation letter based on conditions observed with associated recommendations.
- Assess and tabulate recommended rehabilitation / replacement work.
- Prepare OPC for recommended work.
- Conduct meeting with Town personnel to review results of findings.
- Prepare and submit preliminary application to State Local Bridge Program.
- As an *Additional Service* at agreed upon hourly rates, **RACE** can further assist with grant application process as may be requested.

- **Phase 2 Deliverables**

Deliverables
<ul style="list-style-type: none">• Inspection report• Preliminary application to State Local Bridge Program



2. ADDITIONAL INFORMATION – Future Services

Per RFP, it was requested to list services that could be performed either in-house or through sub-consultant. Please see list below indicated services performed by **RACE**. Note that services listed as “Sub-consultant” would be performed by sub-consultants that **RACE** has had a 20+ year relationship with on performing these types of projects successfully for our Clients.

Service	In House	Sub-Consultant
• Surveying	X ⁽¹⁾	X ⁽²⁾
• Developing Site Plans	X	
• Tide Gate / Culvert Analysis	X	
• Scour Analysis	X	
• Geotechnical work	X	
• Permitting for Replacement of Structures	X	
• Hydraulic Analysis	X	
• Preliminary and Final Designs	X	
• Tidal and Wetlands Staking		X
• Bidding Services	X	
• Construction Administration	X	
• Shop Drawing Reviews	X	
• Dam / Dike Inspections	X	
• Grant Applications	X	

(1) Hydrographic surveys performed in-house

(2) Upland topographic and property bounds surveys are performed by subconsultant



3. EXCLUSIONS AND LIMITATIONS:

The Scope of Services described under Section 1 of this Agreement include specific services that **RACE** will perform, which are considered as *Basic Services*. Certain information may be required to be provided by others prior to or during the performance of such services which is not part of the *Basic Services*. Services to be performed by others or services not specifically listed as *Basic Services* within the Scope of Services consist of, but are not limited, to the exclusions listed below. The Client may authorize **RACE** to perform any of the services listed below or other services, and such services shall be considered as *Additional Services*.

1. Property boundary surveys (A-2)
2. Underwater Investigations
3. Soil test boring operations
4. Review for submerged aquatic vegetation (SAV), wildlife resources and habitat, benthic habitat, and indigenous aquatic life
5. Participation in presentations and public hearings
6. Regulatory permit applications
7. Regulatory application and other fees that may be required by federal, state, or local agencies
8. Professional Design Services other than specifically noted herein
9. Attendance to meetings except as noted herein
10. Geotechnical investigations and geotechnical engineering
11. Landscape Architecture and preparation of planting plans, plant list, or plant specifications
12. Design of utilities such as electrical, water, and sanitary service
13. Preparation of an Opinion of Probable Cost
14. Bid Solicitation
15. Post-Construction survey requirements as may be required by regulatory agencies
16. Reproduction, mailing and courier costs

Basic Services to be provided in this Agreement are based on information provided by the Client. It shall be understood by the Client that conditions may be revealed during the course of the project that were unknown during preparation of this Agreement. Such conditions may require *Additional Services* to be performed.

It shall be understood by the Client that **RACE** has no control over regulatory authorities having jurisdiction, statutes, or site conditions that the project may be subject to. Any opinion of eligibility for authorization of any proposed structure or activity is made on the basis of professional judgment and experience. **RACE** makes no warranty, expressed or implied, that a proposed structure or activity, in whole or portion thereof, will be authorized by those agencies having jurisdiction.



4. ESTIMATED FEES:

Basic Services

The Scope of Services identified in Section 1 includes the *Basic Services* of this Agreement. The estimated fees for the *Basic Services* are broken down by Phase on the following Fee Schedule.

PHASE 1 - FEE SCHEDULE

Phase 1: Tide Gate & Flood Control Inventory	Basic Services Fees
1.1: Project Initiation and Existing Data Review	\$ 3,000
1.2: Tide Gate and Flood Control Field Investigations	\$ 35,570
1.3: Report of Findings	\$ 21,180
Total Phase 1 Proposed Fee	\$ 59,750

PHASE 2 - FEE SCHEDULE

Phase 2: Oldfield Road Bridge Inspection	Basic Services Fees
2.1: Project Initiation and Existing Data Review	\$ 1,400
2.2: Bridge Field Investigations <i>(including diving)</i>	\$ 10,845
2.3: Report of Findings	\$ 4,470
Total Phase 2 Proposed Fee	\$ 16,715

Additional Services

During the course of the Work, the Client may authorize services that are not specifically included in the Scope of Services. Such services are identified as *Additional Services*. The fees for *Additional Services* are NOT included in the fees for the *Basic Services*. All time and materials invoices and all *Additional Services* which may be required or requested by the Client during the performance of the *Basic Services* shall be invoiced per the following Rate Schedule for the professional services indicated. These rates are subject to change at the beginning of each calendar year.



2023 RATE SCHEDULE

POSITION	HOURLY RATE	POSITION	HOURLY RATE
Principal	\$225.00	Project Engineer	\$150.00
VP of Coastal Engineering	\$225.00	Engineer	\$130.00
Project Manager	\$195.00	Field Technician	\$130.00
Senior Engineer	\$195.00	CAD Operator	\$120.00
Coastal Engineer	\$150.00	Administrative	\$75.00

5. GENERAL TERMS AND CONDITIONS:

This Agreement shall be governed by the laws of the State of Connecticut.

Payment Terms All reimbursable expenses shall be invoiced at direct cost plus 10% overhead expense. Reimbursable expenses shall include such expenses as: overnight deliveries; courier services; reproduction of documents; shipping and mailing expenses; and any other disbursement including, without limitation, application fees made on behalf of the Client. The total fee payable, projected prior to commencement of services, if stated, shall be a reasonable estimate subject to change. The final fee shall not exceed by more than 10% of such estimate, exclusive of reimbursable expenses, without prior written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those included as a part of this Agreement.

Invoices for professional services shall be submitted, at the option of the Engineer, either upon completion of such services or on a monthly basis. Invoices shall be payable within thirty (30) days after the date of the invoice. All billings over thirty (30) days past due will be subject to interest charges of 1.0% per month on the unpaid balance. In the event that part or all of the account remains unpaid in full, ninety (90) days after initial billing, the Client shall be responsible for all costs of collection including, without limitation, reasonable attorney's fees. This Agreement is notice, where required, that the Engineer shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of **RACE** from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

Unconditional Payment Payment to **RACE** is expressly not conditioned upon the Client receiving any payment from third parties who are not a party to this Agreement, such as property owners, developers, funding agencies.

Risk Allowance The parties to this Agreement agree that the risks of the proposed project shall be those as set forth in the PURCHASING AUTHORITY TOWN OF FAIRFIELD INSTRUCTIONS FOR BIDDERS TERMS AND CONDITIONS OF BID No. 22-58, which are herein incorporated by reference into this Agreement.

Standard of Care The Standard of Care as defined under this Agreement shall mean the rendering of services with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances, and do so in a reasonably careful and prudent manner. Services requested by the Client, which are in the opinion of **RACE**, beyond the normal Standard of Care, are considered as *Additional Services*.

Flow of Work Fees assume a steady progression of the work from start to finish. A start-up fee will be charged to resume work delayed for more than 30 days for any reason. This Agreement for engineering services is based upon the assumption that the Client will provide all required information in a timely manner. **RACE** will not be expected to proceed with portions of his work until necessary information to be provided by the Client and requested in writing by **RACE** has been provided. If the Client requests **RACE** to perform work out of sequence or based upon preliminary information, then additional time required to perform work under these circumstances or to revise work based on revised project data or criteria supplied by the Client will be billable as *Additional Services*.

Opinion of Probable Costs In providing an Opinion of Probable Cost for any construction work, it shall be understood by the Client that **RACE** has no control over the cost or availability of labor, equipment, materials, market conditions, or the Contractors method of pricing. Any Opinion of Probable Cost provided by **RACE** is made on the basis of professional judgment and experience. **RACE** makes no warranty, express or implied, that any bids or negotiated cost of the Work will not vary from the Opinion of Probable Cost provided.

Ownership of Documents All documents produced by **RACE** under this Agreement, such as drawings, specifications, and computer files, are instruments of service and shall remain the property of **RACE** and may not be altered or used by the Client for any other endeavor without the written consent of **RACE**.



Concealed Conditions It is understood by the parties to this Agreement that the evaluation, reconstruction or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions which are concealed or otherwise not visible. Some of these assumptions may not be verifiable without significant cost or destroying otherwise adequate and serviceable portions of the structure. Where it is impractical to verify assumptions concerning hidden conditions, **RACE** assumes no responsibility for any additional costs or liabilities associated with existing conditions which deviate from that assumed.

Existing Conditions Information on the existing structures have been obtained from existing drawings, preliminary site visits, and other documents. This Agreement is based upon the assumption that the construction of the existing structures was done in strict accordance with these drawings or with common construction standards and that the existing structural elements are, unless noted herein, in sound condition and are fully permitted with all required regulatory agencies. No attempt has been made to verify the integrity of the existing structures other than what will be explicitly shown on our drawings, and we assume no responsibility for its condition if it should turn out not to be adequate. It shall be the responsibility of the contractor for the construction of the new structure to report to **RACE** immediately any discrepancies and any evidence of impairment of structural strength found during the course of construction.

Client Provided Information **RACE** shall be entitled to generally rely on the accuracy and completeness of information and documents furnished by Client and by other consultants such as surveys, soil boring logs, geotechnical reports, and working drawings of existing structures. Any substantial inaccuracies in the quality or completeness of information provided which requires a substantial effort to change or correct our work which is based on Client provided information shall constitute a change in the Scope of Services and be subject to the provisions which pertain to *Additional Services*.

Jobsite Safety Neither the professional activities of **RACE**, nor the presence of **RACE** or its sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

Time Period for Accepting Contract This Agreement is valid for a period of 30 days, after which the Consultant reserves the right to review and revise the estimated fee, time schedule, and other terms specified herein.

Alternate Dispute Resolution All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof (except claims by **RACE** or its associates for fees and costs for professional services) will be presented to non-

binding mediation, subject to the parties agreeing to a mediator(s).

Contract Signatures The individual executing this Agreement, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.

Discovery of Unanticipated Hazardous Materials Hazardous materials or certain types of hazardous materials may exist where there is no reason to believe they could or should be present. **RACE** and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The Client and **RACE** also agree that the discovery of unanticipated hazardous materials may make it necessary for **RACE** to take immediate measures to protect human health and safety, and/or the environment. **RACE** agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages **RACE** to take any and all measures that in **RACE**'s professional opinion are justified to preserve and protect the health and safety of **RACE**'s personnel and the public, and/or the environment, and the Client agrees to compensate **RACE** for the additional cost of such work. In addition, the Client waives any claims against **RACE** and agrees to indemnify for injury or loss arising from **RACE**'s encountering unanticipated hazardous materials or suspected hazardous materials. The Client also agrees to compensate **RACE** for any time spent and any expenses incurred by **RACE** in defense of any such claim, with such compensation to be based upon **RACE**'s prevailing fee schedule and expense reimbursement policy.

Indemnification The Client agrees to hold harmless and indemnify **RACE** for and against all claims, damages, awards and costs of defense arising out of delays in or failures of **RACE**'s performance resulting from events beyond the control of **RACE**. The Client agrees to stipulate within the contract documents between the Contractor and the Client, that the Contractor or Client shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance in a reasonable amount of coverage which names **RACE**, the Contractor, the Client, and the Client's agents as additional insureds.

Delivery of Electronic Files In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by **RACE**, the Client agrees that all such electronic files are instruments of service of **RACE**, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of **RACE**. The Client further agrees to waive all claims against **RACE** resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than **RACE**. The Client and **RACE** shall agree upon the format for any electronic files furnished by either party prior to the initiation of work. Any changes to the electronic specifications by either the Client or **RACE** are subject to review and acceptance by the other party. Additional services by **RACE** made necessary by changes to



the electronic file specifications shall be compensated for as *Additional Services*. Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by **RACE** and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless **RACE**, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than **RACE** or his designate from any reuse of the electronic files without the prior written consent of **RACE**. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by **RACE**, and **RACE** makes no warranties, either express or implied, of

merchantability and fitness for any particular purpose. In no event shall **RACE** be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files, unless those damages are a result of an error or omission which is shown on both the hard-copy documents and the electronic files.

Termination

- (1) This Agreement between the Client and **RACE** may be terminated by either party and shall be deemed effective upon receipt of seven (7) days prior written notice.
- (2) If this Agreement is terminated during the course of performance of the work, **RACE** shall be paid within seven (7) days of such termination the reasonable value of the services performed during the period prior to the effective date of termination.
- (3) If, prior to termination of this Agreement, any work by **RACE** during any phase of the work is suspended in whole or in part for more than three (3) months or abandoned after written notice from the Client, **RACE** shall be paid for such services performed prior to receipt of such notice.

6. AUTHORIZATION

We are prepared to undertake this project upon of receipt of your written authorization to proceed. Please sign this Agreement and return one fully executed copy and the requested retainer fee to this office. We recommend that you retain a copy for your records. If you have any questions, please do not hesitate to contact the undersigned. We are looking forward to working with you on this project.

OFFERED BY:

AUTHORIZED BY:



Devin J. Santa, P.E.
President

(printed name/title)

RACE COASTAL ENGINEERING, INC.

(authorized signatory)

(Date)

(printed name/title)

Town of Fairfield





Known for excellence.
Built on trust.



Proposal for
**Inventory of Tide Gates, Flood Control, and
Underwater Bridge Projects**
RFP 2023-107

Submitted to:
**Town of Fairfield
Purchasing Authority**



April 18, 2023

GZA GeoEnvironmental, Inc.

35 Nutmeg Drive, Suite 325 | Trumbull, CT 06611
203-380-8188

31 Offices Nationwide
www.gza.com



Proactive by Design

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT

35 Nutmeg Drive
Suite 325
Trumbull, CT 06611
T: 203.380.8188
F: 203.375.1529
www.gza.com



April 18, 2023
GZA File No. 05.P000461.22

Lee Flaherty
Senior Buyer
Town of Fairfield
Purchasing Authority
725 Old Post Rd
Fairfield, CT 06824

Re: Request for Proposal
RFP 2023-107
Engineering Services
Inventory of Tide Gates, Flood Control, and Underwater Bridge Projects
Town of Fairfield, CT

Dear Lee Flaherty:

GZA GeoEnvironmental, Inc. (GZA) is pleased to have the opportunity to submit this proposal and to tender an offer to provide professional engineering services requested by the Town of Fairfield, Connecticut to update the Town's current inventory of tide gates and flood control structures in addition to an underwater bridge inspection of Oldfield Bridge.

Our understanding of the scope of the project is based on reviewing the Request for Proposal (RFP) issued on March 30, 2023, and Addendum 1, issued on April 10, 2023. GZA is well qualified to provide the services described herein and is committed to working with the Town of Fairfield to develop a more detailed inventory list and provide detailed reports of the current conditions of the existing tide gates and flood control structures.

GZA is a specialized waterfront/geotechnical/environmental engineering firm with a staff of over 702 engineers, scientists and support personnel located in 31 offices throughout the Northeast, Mid-Atlantic, and Great Lakes regions, including multiple offices in Connecticut. The proposed project personnel work almost exclusively on waterfront projects. Since 1982, our project experience includes involvement in over 1,800 waterfront projects located throughout the United States. GZA has been involved in developing maintenance/repair programs for municipalities, state and federal agencies, port authorities, public utilities, and marina terminals. Our experience with dredging operations, designing waterfront structures, permitting various waterfront projects, and providing construction administration services located along the Northeast coast makes GZA a logical choice for this undertaking.

GZA approaches projects with teams comprised of the best qualified personnel from one or more offices. This project will be completed by our GZA GeoEnvironmental, Inc. office located in Trumbull, Connecticut, with expertise drawn from our other offices as warranted.



The GZA Principal-In-Charge, Senior Project Manager and Consultant Reviewer for this project are:

Principal-In-Charge

Mr. Russel Morgan, P.E.

GZA GeoEnvironmental, Inc.

188 Valley Street, Suite 300

Providence, RI 02909

Office Phone: 401.427.2708 Cell Phone: 401.474.9550

Email: russell.morgan@gza.com

Senior Project Manager

Mr. Christopher Eggers, P.E.

GZA GeoEnvironmental, Inc.

35 Nutmeg Drive, Suite 325

Trumbull, CT 06611

Office Phone: 203.380.8188 Cell Phone: 203.910.9170

Email: christopher.eggers@gza.com

Consultant Reviewer

Mr. Matthew T. Taverna, P.E.

GZA GeoEnvironmental, Inc.

35 Nutmeg Drive, Suite 325

Trumbull, CT 06611

Office Phone: 203.380.8188 Cell Phone: 203.751.2283

Email: matthew.taverna@gza.com

For this project, we have gathered together a team of professionals who have specifically devoted large portions of their careers to successfully providing services for water dependent facilities. Our team combines the ability to provide engineering, inspection and permitting services for all types of waterfront projects. We will provide the scope of services described in the RFP and commit to keep the project team at your disposal for the duration of the contract. We feel that the proposed Project Team can provide key benefits to the Town of Fairfield, particularly in our familiarity with the analysis and design of water dependent projects and our experience in assisting our clients through the regulatory processes of the Connecticut Department of Energy and Environmental Protection (DEEP) agency and the US Army Corps of Engineers (ACOE). GZA has a long history of successfully completing marine and waterfront projects requiring inspection, evaluations, analysis, design, dredging, permitting, construction inspection, support services and coordination with users and abutters.

We feel that our Team is uniquely qualified for this project for we have worked with similar municipalities throughout the Northeast.



Our proposal includes the following sections which demonstrate our experience and ability to complete the requirements of the RFP as well as the required information requested by the Town:

Appendix A – Scope of Services
Appendix B – Cost Proposal
Appendix C – Addendum

We trust that this package provides all the information that you have requested. Please do not hesitate to contact us should you have any questions or require any additional information.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

A handwritten signature in blue ink that reads "Christopher Eggers".

Christopher Eggers, P.E.
Senior Project Manager

A handwritten signature in blue ink that reads "Matthew T. Taverna".

Matthew T. Taverna, P.E.
Consultant Reviewer

A handwritten signature in blue ink that reads "Russell Morgan".

Russell Morgan, P.E.
Principal-In-Charge



APPENDIX A

SCOPE OF SERVICES



Appendix A. Scope of Services

PROGRAM PROPOSAL

The Scope of Services presented herein is in reference to the Request for Proposal (RFP) 2023-107, dated March 30, 2023, provided by the Town of Fairfield, Connecticut for Engineering Services. The RFP states this project is 1) Tide Gate and Flood Control Structure Inventory, and 2) Underwater Bridge Inspection at Oldfield Road Bridge

For these items described above, GZA is pleased to submit this proposal for Engineering Services related to the Tide Gate Inventory and Oldfield Bridge Inspection within the Town of Fairfield, Connecticut. It is our understanding that our fee will be based on accrued time and expenses, not to exceed contract for the work that is described herein for Task 1 Tide Gate and Flood Control Structure Inventory. We understand that the fee will be lump sum for Task 2 Underwater Bridge Inspection at Oldfield Road Bridge. GZA has prepared a multidisciplinary team from our Trumbull office, with expertise drawn from our other offices as warranted. We firmly believe that personnel from these offices will provide the Town of Fairfield with the level of service that is required for this Project. GZA is prepared to offer the following service that are described below.

Phase 1 – Tide Gate and Flood Control Structure Inventory

Sub-Phase 1.1- File Review

At the start of the project, GZA will attend a virtual kick-off meeting with the Town of Fairfield representatives and discuss the project.

GZA will review the existing plans, permits, and past reports available for the structures to be inspected. GZA will compile a list of features and components for the inspections and an understanding of the baseline conditions.

Deliverables

1. Deliverables will include a summary of the features and components of the tide gate and flood control structures which shall be included in the report, see Task 1.3 below.

Sub-Phase 1.2 – Tide Gate Field Inspection

GZA will provide an assessment of the existing culverts, tide gates, flap gates, and headwalls per the requirements outlined in the Culvert section of the CTDOT Bridge Inspection Manual. There are 31 culverts or tide gates to be inspected that are listed by the Town's Identification number, name, and location as:

ID	NAME	LOCATION	WATERCOURSE
2	Horse Tavern Creek	Center Street	Horse Tavern Creek Southport
3	353 Old Dam Road 464 Pine Creek Ave	In between Old Dam Road & Pine Creek Avenue-End	Pine Creek
4	210 Old Dam Rd.— Par 3 Golf Course	Across from Kiwanis Field	Pine Creek





Appendix A. Scope of Services

5	680 Old Dam Rd.--Dike	behind 80 Old Dam Road	Pine Creek
6	Dump Lagoon aka Daniels Pond	DPW Yard - Dike	Pine Creek
7	1039 So. Pine Creek Rd	South Pine Creek Road	Pine Creek
9	Salt Meadow Dike 206 Salt Meadow Road	Frank Rice Path, Dike - Salt Meadow Road past cul-se-sac	Pine Creek
10	143 Field Point Road	Salt Meadow Road cul de sac	Pine Creek
11	80 Salt Meadow Road	Large culvert under Salt Meadow Road	Pine Creek
12	755 Old Field Road	Oldfield Road Bridge Wingwalls	Pine Creek
13	683 Old Field -Rice Trail	Oldfield Rd - Frank Rice Trail Entrance	Pine Creek
15	1094 Fairfield Beach Road	Fire Dept. Training Center & Fairfield Beach Rd. (1st Hump Tidegate)	Pine Creek
16	Fairfield Beach Road	opp 2154 Fairfield Beach Rd.	Pine Creek
17	Fairfield Beach Road	opp 2101 Fairfield Beach Rd.	Pine Creek
18	Fairfield Beach Road	opp 1883 Fairfield Beach Rd.	Pine Creek
19	Fairfield Beach Road	opp 1753 Fairfield Beach Rd.	Pine Creek
20	Fairfield Beach Road	opp 1610 Fairfield Beach Rd.	Pine Creek
21	Fairfield Beach Road	opp 1355 Fairfield Beach Rd.	Pine Creek
22	Fairfield Beach Road	1170 Fairfield Beach Rd.	Pine Creek
23	540' South of Reef Road 1. East	Richard White Way (One Rod Hwy)	Pine Creek
24	2. West	Richard White Way-One Rod Hwy 540' South of Reef Road	Pine Creek
25	1004 Reef Road East	1004 Reef Road	Pine Creek
26	Rowland Road	#734 & #738 Rowland	Pine Creek
27	South Benson Marina & Oyster Marsh	471 Turney Road	Ash Creek (Rooster River)
28	Turney Road--before guard shack	471 Turney Road	Ash Creek (Rooster River)
29	Milton Street	#53 Milton Street	Ash Creek (Rooster River)
30	Clinton Street	#14 Clinton Street	Ash Creek (Rooster River)
31	South Benson Road—empties into Oyster Marsh	#715 South Benson Road	Ash Creek (Rooster River)
32	Riverside Creek	269-289 Riverside Dr	Ash Creek
34	Fairchild Avenue	Between 130-190 Fairchild Ave	Rooster River
35	Old Field Road Bridge	near Gould Avenue	Pine Creek
36	Southport near I- 95	Westway Road & Oxford Road	Sasco Creek





Appendix A. Scope of Services

GZA will visually observe the accessible components including pipe walls, flap gate and tide gate closure structures, headwalls, including associated hardware. To investigate the inside of the pipes, GZA will use a robotic pipe inspection crawler. The inspection crawler will allow GZA to photograph the inside of the barrel and determine the visual quality of the existing structure. GZA engineers and field staff will catalog the condition of the existing structures with field notes, sketches and photograph. In addition, GZA will provide general location and invert elevations with RTK GPS survey.

Our approach to the work is based on the following assumptions and exclusions:

1. We assume that the work will be tidally dependent, and we will schedule site visits for periods of low water during the tide cycle.
2. Pipes that do not daylight and are connected to the Town's wider drainage system will be viewed for 50 feet from the outlet.
3. We assume that the pipes are clean and free from obstructions. If there are obstructions, the observation will terminate at the obstruction.
4. We assume that the work is generally accessible by small work boats or waders and does not require underwater divers to access. If underwater divers are required, the Town will be notified and an additional fee will be required.
5. We assume the waterbodies are generally not polluted and will not require special health and safety measures to access.
6. All sites are on property owned by The Town of Fairfield or have an easement associated with them. GZA requests that the Town contact homeowners if access to the homeowner's property is required.
7. We assume that structures are accessible. GZA will provide traffic cones as needed but has excluded flagmen or police traffic protection and assumes Sites will be accessible without in street work.

Deliverables

1. GZA will prepare and provide a report of findings as described in Task 1.3 below.

Sub-Phase 1.3 – Inspection Reports

Upon the completion of the inspection, GZA will prepare an inspection report that will outline the findings of the inspection and the general conditions of the culverts, pipes, tide or flap gates, and headwalls as applicable. The report will include a narrative description of the inspection program, the condition of the existing structures observed and our recommendations for rehabilitation/repairs. GZA will review the findings and recommendations of the report with the Town of Fairfield representatives by a virtual meeting.

The report will include cost estimates for repairs or replacement *in kind*. GZA has excluded analysis for improvements, expansion, or system wide studies in relation to the replacement recommendations and preparation of federal, state and local permits. Repair and replacement recommendations will be limited to what is required to bring the components to their intended original condition.





Appendix A. Scope of Services

The report will also discuss potential conflicts or issues in obtaining the necessary federal, state and local permits that will be required for repairs and/or replacement of the existing structures. GZA requests that the Town provide GZA with any known federal, state or local permits that have been previously authorized for each structure.

Furthermore, the report will also include recommended time frame and ranking of repair or replacement. The ranking will be based on existing conditions that require repair, importance factor and consequence of failure. In addition, the ranking will include other Town specific considerations that would affect the urgency of repairs to components. Prior to finalizing the report, GZA requests to have a virtual meeting with the Town and have the Town representatives provide input on the importance of each structure.

Deliverables

1. GZA will prepare and provide a report of findings, including photographs of the finding, cost estimate for repairs and/or replacement, and a table outlining repair/replacement schedule which will include ranking. GZA will provide the Town with the report in an electronic format (PDF).

Phase 2 – Oldfield Road Bridge

Sub-Phase 2.1 – Inspection of Oldfield Road Bridge

GZA will provide an underwater assessment of the existing Oldfield Road Bridge. To investigate the bridge, GZA will subcontract Underwater Construction Corporation, a local commercial dive company out of Essex, CT. The diver will be equipped with a camera and telecom such that observations are observable and can be documented by GZA field engineer above water. The investigation will be conducted meeting ConnDOT criteria for standard bridge inspections.

Deliverables

1. See Sub-Task 2.2 – Inspection Reports below.

Sub-Phase 2.2 – Oldfield Bridge Inspection Report

Upon the completion of the inspection, GZA will prepare an inspection report that will outline the findings of the underwater portions of the bridge. The report will include a narrative description of the inspection program, the condition of the existing structures observed and our recommendations for rehabilitation/repairs required within the next two to five years to extend the longevity of the structure. The report will also include a cost estimate for the rehabilitation/repairs of the structure.

Deliverables

1. GZA will prepare and provide a report of findings, photographs of the finding, cost estimate for two and potential five-year repairs and/or replacement. GZA will provide the Town with the report in an electronic format (PDF).





Appendix A. Scope of Services

Excluded from the scope of work are completing grant applications and/or other funding mechanisms that may be required to repair and/or replace the existing bridge components. If requested, GZA will prepare a proposal(s) for these additional services.





APPENDIX B

COST PROPOSAL

Fee Proposal:**1. Tide Gate and Flood Control Structure Inventory:**

<u>Total Hours</u>	<u>Total Direct Salary Cost</u>	<u>BF&O @ %</u>	<u>Profit @ %</u>	<u>Total Fee</u>
892 hrs.	_____/hr.	_____%	_____%	\$ _____
Direct Costs	See the attached Lump Sum Cost Sheet for Phase 1 Work			\$ _____
Lump				\$ _____
Total Proposed Cost				\$ 134,400 *

**Please include with your submission a detailed breakdown of total proposed cost.*

Please advise if you will be using a sub-consultant for these services and the name of the Firm providing these services:

No subconsultant will be used for this work

2. Underwater Bridge Inspection:

Total Lump Sum Cost \$ 15,800 *

**Please include with your submission a detailed breakdown of total proposed cost.*

Please advise if you will be using a sub-consultant for these services and the name of the Firm providing these services:

3. Future Services: The Town may elect to hire a Consulting Firm(s) for the services listed below. Please indicate whether your company can perform these services in house or if you would hire a sub-consultant.

<u>Service</u>	<u>In House</u>	<u>Sub-Consultant</u>
• Surveying	Partial	X
• Developing Site Plans	X	
• Tide Gate Culvert Analysis	X	
• Scour Analysis	X	
• Geotechnical Work	X	
• Permitting for Replacement Structures	X	
• Hydraulic Analysis	X	
• Preliminary and Final Designs	X	
• Tidal and Inland Wetland Staking	X	
• Bidding Services	X	
• Construction Administration-Inspection	X	
• Shop Drawing Reviews	X	
• Dam / Dike Inspections	X	
• Grant Applications	X	

COST PROPOSAL

Shortlist Firm: GZA GeoEnvironmental, Inc.

Phase 1: Tide Gate and Flood Control Structure Inventory

Task 1.1 - File Review	\$ 4,350
Task 1.2 - Tide Gate Field Inspection	\$ 62,050
Task 1.3 - Inspection Reports	\$ 68,000
TOTAL	\$ 134,400

Phase 2: Oldfield Road Bridge

Task 2.1 - Inspection of Oldfield Road Bridge	\$ 6,900
Task 2.2 - Old Field Bridge Inspection Report	\$ 8,900
TOTAL	\$ 15,800



APPENDIX C

ADDENDUM



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1 BID #2023-107

Inventory of Tidegates, Flood Control, and Underwater Bridge Projects

10th April, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

The Town has elected to extend the deadline date for this bid solicitation from Thursday, April 13th 2:00 pm to Tuesday, April 18th at 2:00 pm.

Questions:

1. Please confirm if all systems are on Town property and accessible by Town Property? If not on Town property, will the Town identify any private property or ConnDOT owned sites and coordinate with the Owners for access permission?

Response: To the Town's knowledge all tidegates are on Town of Fairfield property or have easements associated with them. There are a few private properties that provide easier access, and in these cases, the Town/Consultant would contact homeowner for verbal permission for inspections.

2. Will the Town provide traffic protection including flagman or police for the Old Field Road Bridge, and other locations that require street access?

Response: The Town will consider these direct costs. Consultants will arrange for police services.

3. Are the culverts labeled ID #33 Turney Ck Riverside Not in Contract based on the red shading in the Inventory of Tide Gates and Flood Control Structures table?

Response: Yes, RED or NIC refers to Not In Contract.

4. There is no ID #14 on the Inventory of Tide Gates and Flood Control Structures table. 14/15 are combined.

Response: They are at one location. Just separate since there are SRT and sluice gate structures.

5. Can the Town please send any past plans, reports, or permits for the tidegates and flood control structures requested for inventory?

Response: This would be too time consuming. IF during inspections, Consultants need a particular location/file, the Town can provide, if available.

6. Can we visit the sites prior to submittal of the RFP response?

Response: Yes, please let Conservation know what date you would be visiting the sites. Please also refer to response #1 of this addendum document.

ADDENDUM #1
BID #2023-107
Inventory of Tidegates, Flood Control, and Underwater Bridge Projects
(page 2 of 2)

7. Proposal fees for Tide Gate Structure are shown to be a multiplied rate while bridge inspection is shown to be lump sum.

- Would Town considered Lump Sum Bid for Tide Gate work?

Response: Consultants should break down work phases, then total lump sum. How much detail that is provided is up to the Consultant.

- Is the BF&O rate required to be determined via FAR audit, or is internal financials acceptable?

Response: Please disregard the request for BR&O and Profit % noted under the fee proposal section of the RFP document. Currently, this is not a state project.

8. Scope notes inspection inside and outside of culverts and pipes. Can you please expand on intended level of inspection from "inside" these elements?

Response: Inspection will include detailed site visual inspections - enough to see disjointed culverts, corrosion, blockages, confirm structural integrity of the culvert, loose/unmovable hardware associated with tidegates, functionality, serviceability, estimated service life, etc. The Consultant shall use lights, take photos, and potentially peer/enter inside with the assistance of Conservation Staff.

9. Under Section 1, Tide Gate and Flood Control Structure Inventory, bullet number 2 states "Inside/outside inspection of the culverts/pipes..." Is the intent to perform a camera inspection of the inside of the culverts or to perform a visual inspection from the exposed ends of the culverts to assess the culvert condition to the extent practicable without a camera inspection?

Response: Please refer to response #8 of this addendum document.

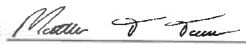
10. Are the tide gates and culverts to be inspected accessible by foot and visible under low tide conditions?

Response: Yes. Most may require waders, some safety equipment, and assistance by Conservation Staff.

11. Under "Deliverables", Item 2.c. states "Completion of funding applications (if necessary)." From a preliminary review, the bridge could qualify for the State Local Bridge Program or LOTCIP. Applications through these two programs require very different levels of effort. What funding source is the Town contemplating an application to? Or should completion of funding applications be treated as an additional service following completion of the bridge inspection?

Response: The Consultant can treat this as additional service but mention it in their breakdown as extra work or direct cost.

End of Addendum #1

Company: GZA GeoEnvironmental, Inc. Name: Matthew T. Taverna, P.E. Signature:  Date: 4/18/23

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

RFP2023-107 Inventory of Tide Gate, Flood Control, and Underwater Bridge Projects

THIS AGREEMENT made this ____ day of ____, 2023 by and between the Town of Fairfield, CT referred to as the “TOWN”, and “RACE Coastal Engineering, Inc.”, registered to do business in the State of Connecticut, with a mailing address of 611 Access Road, Stratford, CT 06615 hereinafter referred to as the “CONSULTANT”.

WITNESSETH

Whereas, the TOWN requests services for the inventory of tide gates and flood control structures, hereinafter “the Project” pursuant to all of the terms, specifications and conditions contained in Town of Fairfield “RFP 2023-107 Inventory of Tide Gates, Flood Control, and Underwater Bridge Projects” and its addendums (the Contract Specifications) a copy of which is attached hereto as Appendix A and made a part hereof, as if fully incorporated herein, and which CONSULTANT agrees to perform; and

WHEREAS, the CONSULTANT desires to perform the work required to complete the Project, and the TOWN has decided to award the contract therefore to the CONSULTANT.

NOW, THEREFORE, the TOWN and the CONSULTANT agree as follows:

1. Contract Documents. The Contract Documents constitute the entire Agreement between the parties concerning the work.
2. The Work. The Work consists of services to perform an inventory of the tide gates and flood control structures as detailed in the scope of services outlined in the bid document.
3. Term of Contract. This Agreement shall be in effect from ____ 2023 and shall expire on upon completion of Phase 1 deliverables, unless extended upon mutual agreement, or terminated earlier pursuant to the terms hereof.
4. Compensation. The TOWN shall pay as full compensation for items and/or services furnished and delivered in carrying out this Agreement the amounts as specified in the CONSULTANT’S proposal dated April 18, 2023.
5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. Liability to the TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent Contractor. The CONSULTANT acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose. In the event that any subcontractors, CONSULTANT'S services providers or any other third parties are used in connection with the Project ("Subcontractor's"), CONSULTANT shall be fully responsible for all acts, omissions and the performance of each Subcontractor and any of their employees, agents, contractors and other entities or persons rendering services hereunder, it being understood that (a) any violation of the terms of this Agreement by a Subcontractor will be deemed a breach by CONSULTANT, and (b) no Subcontractor may relieve CONSULTANT of any of its obligations hereunder in any manner whatsoever. CONSULTANT shall indemnify, defend, and hold harmless The TOWN and its affiliates, subsidiaries and clients from and against any and all claims, demands, liabilities, damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees in any way arising from or related to CONSULTANT'S use of any Subcontractor to perform any portion of the Services. Subject to applicable laws,

8. Insurance. The CONSULTANT shall obtain and maintain during the term of this Agreement general and professional liability insurance coverage from companies licensed to do business in the State of Connecticut and shall provide proof of such insurance to the TOWN.

9. Assignment. The CONSULTANT shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

10. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONSULTANT has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONSULTANT in writing stating therein the nature of the alleged breach and directing the CONSULTANT to cure such breach within five (5) days. The CONSULTANT specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONSULTANT fails to cure said breach within five (5) days, the TOWN may, at its election at any time after the expiration of said five (5) days, terminate this Agreement by giving written notice thereof to the CONSULTANT specifying the effective date of the termination. Upon receipt of said notice, the CONSULTANT shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONSULTANT up to the date of such termination, and the CONSULTANT shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONSULTANT shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

11. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. Neither the TOWN nor the CONSULTANT shall assign or

transfer any interest in the Agreement without the written consent of the other.

12. Compliance with Laws. The CONSULTANT shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to the Agreement.

13. Notice. Any and all notices, or other communications required to permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or by certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

14. Severability. If any term or condition of this Agreement or any application thereof shall to any extent by held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and condition of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

15. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Connecticut and the CONSULTANT submits the jurisdiction of any of it appropriate courts for the adjudication of disputes arising out to this Agreement.

16. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

TOWN OF FAIRFIELD CT:

CONSULTANT:

By: _____
Authorized Official

By: _____
Signature

(Title)

(Title)

Date:

Date:

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

RFP2023-107 Inventory of Tide Gate, Flood Control, and Underwater Bridge Projects

THIS AGREEMENT made this ____ day of ____, 2023 by and between the Town of Fairfield, CT referred to as the “TOWN”, and “GZA GeoEnvironmental, Inc.”, registered to do business in the State of Connecticut, with a mailing address of 35 Nutmeg Drive, Suite 325, Trumbull, CT 06611 hereinafter referred to as the “CONSULTANT”.

WITNESSETH

Whereas, the TOWN requests services for the inventory of tide gates and flood control structures, hereinafter “the Project” pursuant to all of the terms, specifications and conditions contained in Town of Fairfield “RFP 2023-107 Inventory of Tide Gates, Flood Control, and Underwater Bridge Projects” and its addendums (the Contract Specifications) a copy of which is attached hereto as Appendix A and made a part hereof, as if fully incorporated herein, and which CONSULTANT agrees to perform; and

WHEREAS, the CONSULTANT desires to perform the work required to complete the Project, and the TOWN has decided to award the contract therefore to the CONSULTANT.

NOW, THEREFORE, the TOWN and the CONSULTANT agree as follows:

1. Contract Documents. The Contract Documents constitute the entire Agreement between the parties concerning the work.
2. The Work. The Work consists of services to perform an inventory of the underwater bridge projects as detailed in the scope of services outlined in the bid document.
3. Term of Contract. This Agreement shall be in effect from ____ 2023 and shall expire on upon completion of Phase 1 deliverables, unless extended upon mutual agreement, or terminated earlier pursuant to the terms hereof.
4. Compensation. The TOWN shall pay as full compensation for items and/or services furnished and delivered in carrying out this Agreement the amounts as specified in the CONSULTANT’S proposal dated April 18, 2023.
5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. Liability to the TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent Contractor. The CONSULTANT acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose. In the event that any subcontractors, CONSULTANT'S services providers or any other third parties are used in connection with the Project ("Subcontractor's"), CONSULTANT shall be fully responsible for all acts, omissions and the performance of each Subcontractor and any of their employees, agents, contractors and other entities or persons rendering services hereunder, it being understood that (a) any violation of the terms of this Agreement by a Subcontractor will be deemed a breach by CONSULTANT, and (b) no Subcontractor may relieve CONSULTANT of any of its obligations hereunder in any manner whatsoever. CONSULTANT shall indemnify, defend, and hold harmless The TOWN and its affiliates, subsidiaries and clients from and against any and all claims, demands, liabilities, damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees in any way arising from or related to CONSULTANT'S use of any Subcontractor to perform any portion of the Services. Subject to applicable laws,

8. Insurance. The CONSULTANT shall obtain and maintain during the term of this Agreement general and professional liability insurance coverage from companies licensed to do business in the State of Connecticut and shall provide proof of such insurance to the TOWN.

9. Assignment. The CONSULTANT shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

10. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONSULTANT has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONSULTANT in writing stating therein the nature of the alleged breach and directing the CONSULTANT to cure such breach within five (5) days. The CONSULTANT specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONSULTANT fails to cure said breach within five (5) days, the TOWN may, at its election at any time after the expiration of said five (5) days, terminate this Agreement by giving written notice thereof to the CONSULTANT specifying the effective date of the termination. Upon receipt of said notice, the CONSULTANT shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONSULTANT up to the date of such termination, and the CONSULTANT shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONSULTANT shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

11. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. Neither the TOWN nor the CONSULTANT shall assign or

transfer any interest in the Agreement without the written consent of the other.

12. Compliance with Laws. The CONSULTANT shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to the Agreement.

13. Notice. Any and all notices, or other communications required to permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or by certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

14. Severability. If any term or condition of this Agreement or any application thereof shall to any extent by held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and condition of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

15. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Connecticut and the CONSULTANT submits the jurisdiction of any of it appropriate courts for the adjudication of disputes arising out to this Agreement.

16. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

TOWN OF FAIRFIELD CT:

CONSULTANT:

By: _____
Authorized Official

By: _____
Signature

(Title)

(Title)

Date:

Date:

Generated Date: 02/15/2023 14:37

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4500-DR-CT**

Applicant FIPS ID: 001-26620-00 Applicant/Subdivision Name: FAIRFIELD (TOWN OF)

<u>PW#</u>	<u>Amendment #</u>	<u>Approved Proj. Amt.</u>	<u>Cost Share</u>	<u>Cat</u>	<u>Bundle</u>	<u>Work Done By</u>	<u>Projected Compl. Date</u>	<u>% Compl. at Insp.</u>	<u>Elig Amount</u>	<u>Actual Date Completed</u>	<u>Amt. Claimed by Applicant</u>	<u>Comments</u>
PA-01-CT-4500-PW-00567	0	\$355,370.49	N	B	PA-01-CT-4500-PW-00567(650)		07-01-2022	100	\$355,370.49	1/31/2022	\$ 355,370.49	
Total for 1 PWs:		\$355,370.49									\$ 355,370.49	
Subgrantee Admin:		\$0.00										
Grand Total:		\$355,370.49										

Generated Date: 02/15/2023 14:37

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4500-DR-CT**

Applicant FIPS ID: 001-26620-00 **Applicant/Subdivision Name:** FAIRFIELD (TOWN OF)

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full. I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 355,370.49

Signed: _____ Date: _____

Signed:  _____ Date: 2/15/2023

Applicant's Authorized Representative

Governor's Authorized Representative

Report Generated on:	02/15/2023 14:35
Disaster Number:	4500
Applicants:	"001-26620-00"
Report Format:	Detail

Date: 02/15/2023 14:35								
Federal Emergency Management Agency								
Public Assistance Grant Summary (P.5)								
Disaster: FEMA-4500-DR-CT								
Number of Records: 6								
Applicant ID: 001-26620-00				Applicant: FAIRFIELD (TOWN OF)				
Bundle #	Date Approved	PW #	Cat	Cost Share	Project Amount (\$)	Federal Share (\$)	Subgrantee Admin (\$)	Total Approved (\$)
PA-01-CT-4500-PW-00064(37)	10-22-2020	PA-01-CT-4500-PW-00064(0)	B	N	371,915.09	278,936.32	0.00	278,936.32
Applicant Total in Bundle PA-01-CT-4500-PW-00064(37) (1 PW)					371,915.09	278,936.32	0.00	278,936.32
PA-01-CT-4500-PW-00173(126)	01-20-2021	PA-01-CT-4500-PW-00173(0)	B	N	96,435.93	72,326.95	0.00	72,326.95
Applicant Total in Bundle PA-01-CT-4500-PW-00173(126) (1 PW)					96,435.93	72,326.95	0.00	72,326.95
PA-01-CT-4500-PW-00220(162)	04-07-2021	PA-01-CT-4500-PW-00220(0)	B	N	13,923.72	13,923.72	0.00	13,923.72
Applicant Total in Bundle PA-01-CT-4500-PW-00220(162) (1 PW)					13,923.72	13,923.72	0.00	13,923.72
PA-01-CT-4500-PW-00173(249)	06-07-2021	PA-01-CT-4500-PW-00173(1)	B	Y	96,435.93	24,108.98	0.00	24,108.98
Applicant Total in Bundle PA-01-CT-4500-PW-00173(249) (1 PW)					0.00	24,108.98	0.00	24,108.98
PA-01-CT-4500-PW-00064(298)	06-21-2021	PA-01-CT-4500-PW-00064(1)	B	Y	371,915.09	92,978.77	0.00	92,978.77
Applicant Total in Bundle PA-01-CT-4500-PW-00064(298) (1 PW)					0.00	92,978.77	0.00	92,978.77
PA-01-CT-4500-PW-00567(650)	02-10-2023	PA-01-CT-4500-PW-00567(0)	B	N	355,370.49	355,370.49	0.00	355,370.49
Applicant Total in Bundle PA-01-CT-4500-PW-00567(650) (1 PW)					355,370.49	355,370.49	0.00	355,370.49
APPLICANT TOTAL: 001-26620-00 (6 PWs)					837,645.23	837,645.23	0.00	837,645.23
TOTAL for report: (6 PWs)					837,645.23	837,645.23	0.00	837,645.23

LeBorious, Courtney

Subject: FW: [EXTERNAL]RE: Town of Fairfield 2301 Grants Portal Project Review
Attachments: DR-4500 - Fairfield 686660 - P4 - to be signed.pdf; EMMIE _ P.5 Report Fairfield.pdf

From: Sanford, Tori <TORI.SANFORD@tetrattech.com>
Sent: Wednesday, February 15, 2023 1:12 PM
To: LeBorious, Courtney <CLEBORIOUS@fairfieldschools.org>; Ballo, Tracy <TBALLO@fairfieldschools.org>; Saxl, Concetta <CSaxl@fairfieldct.org>
Cc: Bosse, Caitlin <cbosse@fairfieldct.org>; Rowan, Tricia <TRICIA.ROWAN@tetrattech.com>; Colvin, John <JOHN.COLVIN@tetrattech.com>; Cipriani, Francis <Francis.Cipriani@tetrattech.com>
Subject: [EXTERNAL]RE: Town of Fairfield 2301 Grants Portal Project Review

Courtney and Tracy,

It is great news!! You guys are so welcome. We are happy we were able to assist you all through this process! 😊

As far as restrictions on how the funding can be spent – there aren't any. The Public Assistance Program operates on a reimbursement basis. The money you are receiving has already been spent in the eyes of FEMA. However, I would recommend keeping all project documentation readily available for the next 5 years. The BOE's policies may be more restrictive and require documentation retention of a longer period of time. Participation in the Public Assistance Program requires documentation to be kept for the length of 5 years to ensure enough time for the Closeout Process to be completed and due to the legal requirements set forth in CFR, which govern how the Public Assistance program operates.

Hopefully that answers your question and gives a little bit more background!

With appreciation,

Tori Sanford | Public Assistance Consultant
Mobile +1 (803) 920-1217 | tori.sanford@tetrattech.com
Tetra Tech | Complex World, Clear Solutions™

This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system.



From: Ballo, Tracy TBALLO@fairfieldschools.org
Sent: Wednesday, February 15, 2023 1:00 PM
To: Sanford, Tori TORI.SANFORD@tetrattech.com; LeBorious, Courtney CLEBORIOUS@fairfieldschools.org; Saxl, Concetta CSaxl@fairfieldct.org
Cc: Bosse, Caitlin cbosse@fairfieldct.org; Rowan, Tricia TRICIA.ROWAN@tetrattech.com; Colvin, John JOHN.COLVIN@tetrattech.com; Cipriani, Francis Francis.Cipriani@tetrattech.com
Subject: RE: [EXTERNAL]RE: [EXTERNAL]RE: Town of Fairfield 2301 Grants Portal Project Review

⚠ CAUTION: This email originated from an external sender. Verify the source before opening links or attachments. **⚠**

Tori this is great news! Thank you for all the help you and the Tetra team did in assisting us with this. It is greatly appreciated!

Tracy

Tracy Ballo
Grants and Program Services Coordinator
Fairfield Public Schools
501 Kings Highway East, Suite 210
Fairfield, CT 06825
tballo@fairfieldschools.org
Direct Line: (203) 255-8304

From: LeBorious, Courtney <CLEBORIOUS@fairfieldschools.org>
Sent: Wednesday, February 15, 2023 12:46 PM
To: Sanford, Tori <TORI.SANFORD@tetrattech.com>; Ballo, Tracy <TBALLO@fairfieldschools.org>; Saxl, Concetta <CSaxl@fairfieldct.org>
Cc: Bosse, Caitlin <cbosse@fairfieldct.org>; Rowan, Tricia <TRICIA.ROWAN@tetrattech.com>; Colvin, John <JOHN.COLVIN@tetrattech.com>; Cipriani, Francis <Francis.Cipriani@tetrattech.com>
Subject: RE: [EXTERNAL]RE: [EXTERNAL]RE: Town of Fairfield 2301 Grants Portal Project Review

⚠ CAUTION: This email originated from an external sender. Verify the source before opening links or attachments. **⚠**

Thank you!! That's wonderful!! Are there restrictions for how we can spend this funding?

From: Sanford, Tori <TORI.SANFORD@tetrattech.com>
Sent: Wednesday, February 15, 2023 12:23 PM
To: LeBorious, Courtney <CLEBORIOUS@fairfieldschools.org>; Ballo, Tracy <TBALLO@fairfieldschools.org>; Saxl, Concetta <CSaxl@fairfieldct.org>
Cc: Bosse, Caitlin <cbosse@fairfieldct.org>; Rowan, Tricia <TRICIA.ROWAN@tetrattech.com>; Colvin, John <JOHN.COLVIN@tetrattech.com>; Cipriani, Francis <Francis.Cipriani@tetrattech.com>
Subject: [EXTERNAL]RE: [EXTERNAL]RE: Town of Fairfield 2301 Grants Portal Project Review

Good afternoon everyone,

I hope you are doing well! I have received notification project "2301 - Board of Education - School PPE and Disinfection" (Grants Portal #686660) has been Obligated!! Woohoo!

I have attached two forms to the email. The first form is the P.4 which is a form from FEMA that the Applicant signs to acknowledge the total dollar amount FEMA Obligated for the project. The P.5 is a summary of all Obligated projects an Applicant has. Please keep the P.5 for your records.

Connie, please sign the P.4 and return it to me at your earliest convenience. I will have to send the signed copy back to the State. The date the work was physically completed is 1/31/2022 and I have prefilled that out for ease.

If you have any questions, please let me know.

With appreciation,

Tori Sanford | Public Assistance Consultant
Mobile +1 (803) 920-1217 | tori.sanford@tetrattech.com
Tetra Tech | Complex World, Clear Solutions™

This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system.





The Town of Fairfield incurred costs to safely mitigate the impact of the pandemic, including the purchase of supplies and commodities in the form of Personal Protective Equipment (PPE), air filters, cleaning and disinfecting supplies, free standing hand sanitizer stations and free standing plastic desk shields, and other safe reopening expenses at the 18 locations. These were used to aid in disinfection and reduction of COVID-19 transmission in classrooms, dining halls, bathrooms, high traffic areas, and high touch areas in accordance with CDC guidelines and the State of Connecticut recommendations.

This memo serves as an itemization of the locations for each of the items procured.

Hand Sanitizer Stations: 50 stations were rented for 38 weeks. This included stands and dispensers and were free standing; each school had at least one at their main entrance(s) and distributed throughout the building at key transition areas.

<u>Location Name</u>	<u>Quantity</u>	<u>GPS</u>
Fairfield Warde HS	15	41.187665961858244, 73.2345662077084
Fairfield Ludlowe HS	15	41.14945148932689, 73.2627663808035
Walter Fitzgerald Campus	2	41.17161253821681, 73.2348849438105
Fairfield Woods Middle	2	41.186996695388274, 73.2468781715178
Roger Ludlowe Middle	2	41.14812577360395, 73.2603311857589
Tomlinson Middle	2	41.14456864054054, 73.2574042386309
Burr Elementary	1	41.19838271869928, 73.2867744288355
Dwight Elementary	1	41.1850496845075, 73.3037211527973
Holland Hill Elementary	1	41.17115772343348, 73.2450272373328
Jennings Elementary	1	41.18853772366723, 73.2415797372032
McKinley Elementary	1	38.879343190406146, 77.1464366539732
Mill Hill Elementary	1	41.14566714881436, 73.2817217619196
North Stratfield Elementary	1	41.206890107530356, 73.2495493561756
Osborn Hill Elementary	1	41.17842978364952, 73.2531352039289
Riverfield Elementary	1	41.16408458253348, 73.2678942474406
Roger Sherman Elementary	1	41.14281655747203, 73.2471974102982
Stratfield Elementary	1	41.19541345980578, 73.2317905208344
Stratfield Elementary -	1	41.19541345980578, 73.2317905208344
	50	

Desk shields: We purchased 8,076 desk shields for the middle and high schools. These were not permanently affixed to the desks. The distribution below is an estimate based on the distribution of students, which would have determined how the shields were distributed. Given the emergency nature of the pandemic, we did not directly record the amounts per building.

<u>Location Name</u>	<u>Distribution</u>	<u>GPS</u>
Fairfield Warde HS	2,268	41.187665961858244, 73.2345662077084
Fairfield Ludlowe HS	2,402	41.14945148932689, 73.2627663808035
Walter Fitzgerald Campus	87	41.17161253821681, 73.2348849438105
Fairfield Woods Middle	1,177	41.186996695388274, 73.2468781715178
Roger Ludlowe Middle	1,189	41.14812577360395, 73.2603311857589
Tomlinson Middle	953	41.14456864054054, 73.2574042386309
	8,076	

Plastic Ziploc bags The district purchased 249 boxes, 100 bags per box for students to use to safely send academic materials home. They were distributed as follows:

<u>School</u>	<u>Boxes</u>	<u>Bags</u>	<u>GPS</u>
Burr Elementary	20	2,000	41.19838271869928, 73.2867744288355
Dwight Elementary	15	1,500	41.1850496845075, 73.3037211527973
Holland Hill Elementary	20	2,000	41.17115772343348, 73.2450272373328
Jennings Elementary	15	1,500	41.18853772366723, 73.2415797372032
McKinley Elementary	23	2,300	38.879343190406146, 77.1464366539732
Mill Hill Elementary	20	2,000	41.14566714881436, 73.2817217619196
North Stratfield Elementary	20	2,000	41.206890107530356, 73.2495493561756
Osborn Hill Elementary	20	2,000	41.17842978364952, 73.2531352039289
Riverfield Elementary	20	2,000	41.16408458253348, 73.2678942474406
Roger Sherman Elementary	23	2,300	41.14281655747203, 73.2471974102982
Stratfield Elementary	18	1,800	41.19541345980578, 73.2317905208344
Fairfield Woods Middle	9	900	41.186996695388274, 73.2468781715178
Roger Ludlowe Middle	8	800	41.14812577360395, 73.2603311857589
Tomlinson Middle	7	700	41.14456864054054, 73.2574042386309
Fairfield Warde HS	5	500	41.187665961858244, 73.2345662077084
Fairfield Ludlowe HS	5	500	41.14945148932689, 73.2627663808035
Walter Fitzgerald Campus	1	100	41.17161253821681, 73.2348849438105
	249	24,900	

Personal Protective Equipment (PPE): was purchased for students and used in a proportional allocation to the student population at the sites.

<u>Location Name</u>	<u>Students</u>	<u>Face Shields (child)</u>	<u>Face Shields (adult)</u>	<u>Ear Savers</u>	<u>Child Disposable</u>	<u>Adult Disposable</u>	<u>N95 Adult</u>	<u>Gloves</u>	<u>GPS</u>
Fairfield Warde HS	1,440		1,685	316		18,935	79	16	41.187665961858244, 73.2345662077084
Fairfield Ludlowe HS	1,525		1,785	334		20,053	84	17	41.14945148932689, 73.2627663808035
Walter Fitzgerald Campus	55		64	12		723	3	1	41.17161253821681, 73.2348849438105
Fairfield Woods Middle	747		874	164		9,822	41	8	41.186996695388274, 73.2468781715178
Roger Ludlowe Middle	755		884	165		9,928	41	8	41.14812577360395, 73.2603311857589
Tomlinson Middle	605		708	133		7,955	33	7	41.14456864054054, 73.2574042386309
Burr Elementary	341	85		75	1,279	4,484	19	4	41.19838271869928, 73.2867744288355
Dwight Elementary	252	63		55	945	3,314	14	3	41.1850496845075, 73.3037211527973
Holland Hill Elementary	365	91		80	1,369	4,799	20	4	41.17115772343348, 73.2450272373328
Jennings Elementary	257	64		56	964	3,379	14	3	41.18853772366723, 73.2415797372032
McKinley Elementary	441	110		97	1,654	5,799	24	5	38.879343190406146, 77.1464366539732
Mill Hill Elementary	377	94		83	1,414	4,957	21	4	41.14566714881436, 73.2817217619196
North Stratfield Elementary	440	110		96	1,650	5,786	24	5	41.206890107530356, 73.2495493561756
Osborn Hill Elementary	417	104		91	1,564	5,483	23	5	41.17842978364952, 73.2531352039289
Riverfield Elementary	387	97		85	1,452	5,089	21	4	41.16408458253348, 73.2678942474406
Roger Sherman Elementary	387	97		85	1,452	5,089	21	4	41.14281655747203, 73.2471974102982
Stratfield Elementary	335	84		73	1,257	4,405	18	4	41.19541345980578, 73.2317905208344
	9,126	1,000	6,000	2,000	15,000	120,000	500	100	
		1000 pieces - \$580.00	240 boxes X 25/bx - \$6,480	2000 pieces - \$810.00	30 cases X 500/cs - \$1,798.50	40 cases X 2000 /cs & 40 cases X 1000/ cs - \$41,760	25 boxes X 20/bx - \$3,238.00	100 boxes - \$13,000	

Cleaning supplies were purchased for students and used in a proportional allocation to the student population at the sites.

	<u>Students</u>	<u>Air Filters</u>	<u>Wipes</u>	<u>Clean kits</u>	<u>Spray Bottles</u>	<u>Disinfectant</u>	<u>GPS</u>
Fairfield Warde HS	1,440	1,184	308	16	110	63	41.187665961858244, 73.2345662077084
Fairfield Ludlowe HS	1,525	1,254	326	17	117	67	41.14945148932689, 73.2627663808035
Walter Fitzgerald Campus	55	45	12	1	4	2	41.17161253821681, 73.2348849438105
Fairfield Woods Middle	747	614	160	8	57	33	41.186996695388274, 73.2468781715178
Roger Ludlowe Middle	755	621	161	8	58	33	41.14812577360395, 73.2603311857589
Tomlinson Middle	605	497	129	7	46	27	41.14456864054054, 73.2574042386309
Burr Elementary	341	280	73	4	26	15	41.19838271869928, 73.2867744288355
Dwight Elementary	252	207	54	3	19	11	41.1850496845075, 73.3037211527973
Holland Hill Elementary	365	300	78	4	28	16	41.17115772343348, 73.2450272373328
Jennings Elementary	257	211	55	3	20	11	41.18853772366723, 73.2415797372032
McKinley Elementary	441	363	94	5	34	19	38.879343190406146, 77.1464366539732
Mill Hill Elementary	377	310	81	4	29	17	41.14566714881436, 73.2817217619196
North Stratfield Elementary	440	362	94	5	34	19	41.206890107530356, 73.2495493561756
Osborn Hill Elementary	417	343	89	5	32	18	41.17842978364952, 73.2531352039289
Riverfield Elementary	387	318	83	4	30	17	41.16408458253348, 73.2678942474406
Roger Sherman Elementary	387	318	83	4	30	17	41.14281655747203, 73.2471974102982
Stratfield Elementary	335	275	72	4	26	15	41.19541345980578, 73.2317905208344
	9,126	7,503	1,950	100	700	402	
		\$110,963	\$ 29,921	\$ 6,495	\$ 9,117	\$ 21,812	
		7503 filters	1950 rolls	100 kits	700 bottles	402 Disinfectants	

Via Electronic Mail

April 27, 2023



John Marsilio
Director of Public Works
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824

Re: Proposal for Operational / Organizational Evaluations

Dear Mr. Marsilio:

Woodard & Curran and Raftelis appreciate the opportunity to provide the Town of Fairfield with this proposal for engineering services for the Town's Water Pollution Control Facility (WPCF). We believe that it is extremely important for you to measure your wastewater facilities' performance relative to technical management, operational efficiency, organization, finances, capital asset protection and other relevant and meaningful focal points, while considering the physical condition of the WPCF's current assets. Our Scope of Services for this project is provided below.

PROJECT BACKGROUND

The Fairfield WPCA owns and operates a Water Pollution Control Facility (WPCF) rated for a design flow of 9 million gallons per day and an accompanying composting facility, along with 8 wastewater pump stations and over 200 miles of sanitary sewer. Originally constructed in 1950, the WPCF was most recently upgraded in 1972. A wastewater Facilities Plan conducted in 2017 outlined a 10-year capital improvement plan for the WPCF and collection system valued at over \$140M.

Before embarking on such an extensive capital plan, however, the Town would like to undergo organizational and operational audits of the WPCA to ensure it is poised to execute these investments successfully, and to optimize the communications and decision-making protocols between the WPCA and the Town. These audits will seek to understand the current state of the WPCA's organization and its operations and then make recommendations that will ensure a solid foundation for future growth.

Additionally, the Town would like to conduct a separate conditions assessment for the existing process equipment at the WPCF that will serve as a supplement to the 2017 Facilities Plan. The updated assessment will be used to develop a prioritized, short-term (5-year) capital plan to address needed equipment upgrades.

SCOPE OF SERVICES

To better accommodate the Town, the audits will be conducted separately from the conditions assessment. The Scope of Services for each is provided below.



To more efficiently serve the Town, these audits will be conducted separately by the team of Woodard & Curran and Raftelis. The details contained within each audit and the overall Scope of Services are described in greater detail below.

ORGANIZATIONAL AND OPERATIONAL AUDITS

Operational Audit

Woodard & Curran will take the lead in conducting the Operational Audit for the Town. In doing so, we propose to implement our “Management Assessment Profile” (MAP) program which is built upon five critical elements of organizational and quality performance: Service, Leadership, Technical Management, Vision and Community. These main elements are then further subdivided to form a matrix of 25 achievement standards, noted as follows:

- | | | |
|-----------------------------|--------------------------------------|-------------------------------|
| • Compliance | • Protection of Client Investment | • Technical Management |
| • Training | • Contractual | • Operational Plans |
| • Facility Improvements | • Fiscal Control | • SOP's |
| • Response Plans | • Regulatory Communication | • Lab QA/QC |
| • Asset Management | • Management Communication | • Personal Integrity |
| • Client Management | • Staff Development | • Work Safety |
| • Facility Management | • Benchmarking | • Community Participation |
| • Professional Associations | • Environmental Standards/Compliance | • Regulatory/Permit Standards |
| • Coordination | | |

Our work will provide you with an informed, objective and defensible means of measuring your utility's operational performance.

Organizational Audit

The Organizational Audit will be led by Raftelis. The foundation of our approach is built on Raftelis' Engage, Assess, Compare, and Enhance methodology. Our approach leverages key assessment techniques developed through our work with hundreds of utilities and local governments and our Lean Six Sigma process improvement training.



ENGAGE

Our first step will be to engage the WPCA and the Town to develop a thorough understanding of its:



- Organizational objectives, structures, and workflows
- Staffing
- Desired levels of services
- Performance management approaches

It is imperative that we thoroughly understand the ways things are done and your goals so that we can identify areas of inefficiency that could be addressed or what could impact the organization structure.

ASSESS

Our next step will be to assess WPCA's key practices and attributes to identify opportunities including, but not limited to:

- Organizational structure and staffing
- Effective and efficient use of technology systems

This effort will involve activities such as interviewing WPCA staff and Town stakeholders, examining workloads, and examining business processes and practices for alignment, duplication, waste, and potential streamlining. We will leverage efficiency-finding techniques from Lean as part of this step.

COMPARE

Using data from the Engage and Assess phases, we will compare the WPCA's organizational structure against appropriate industry best appropriate practices and a select group of peers, which will allow us to identify gaps, and generate a list of opportunities to improve organizational efficiency and effectiveness. We will describe the associated benefits and relative level of effort to implement recommendations. We will also suggest identifying areas that need additional controls.

ENHANCE

Our team will make recommendations for enhancing WPCA's organization structure and suggest guidelines for implementation. These recommendations will help develop clarity in the governance and service delivery processes between WPCA and the Town. In addition, recommendations will be aligned with asset management best practices, positioning WPCA to develop a broader asset management plan.

Both audits share the same base task structure outlined below:

Task 1: Kickoff Meeting

Woodard & Curran and Raftelis will arrange and attend a project kick-off meeting with the Town. The meeting will serve to review the project scope, present a list of information required to complete the work, and review the project schedule. We will collectively review all information with the Town to enhance the understanding of the project history and goals.

This meeting will also serve as the beginning of a data gathering phase for the project. A data request will be provided to the Town prior to the meeting to allow time to begin gathering the information requested. This will include, but may not be limited to:

- Organizational charts (overall and by work unit if available)
- Past strategic plans
- Annual budgets for the past three years, including staffing FTE changes



- Annual financial reports for the past three years
- Existing performance metrics
- Workload volume data

Task 2: Site Visits

Following the kickoff meeting, Woodard & Curran and Raftelis Staff Specialist(s) will observe facility operations over a two to three-day period. During this period, we will observe overall operations and interview designated personnel. At least three levels of WPCF Staff should be available for brief periods throughout the two days: A manager that can discuss administrative and organizational factors, an operations specialist who can discuss treatment and process control, and a maintenance specialist who can discuss equipment and process physical, mechanical, and electrical conditions status. Additional staff may be identified during the kickoff meeting for the project. The assessment will seek to identify deficiencies or areas of improvement necessary to enhance and/or improve operations and/or organizational compliance. This includes review of staff structure, operational procedures, maintenance practices, equipment bottlenecks, governance, hierarchical roles, communications protocols, and administrative policies. Upon completion of the site evaluation, our staff Specialists will conduct an exit interview with designated client staff following prior to leaving the facility.

Task 3: Reporting

Woodard & Curran and Raftelis will prepare separate Technical Memoranda which outline the findings of the onsite evaluations. For the Operational audit, this will include developing a MAP (Management Assessment Profile) assessment, which assesses facility operations against 25 standards. It includes a report card which identifies program deficiencies and recommended approaches to address those deficiencies and/or to optimize processes.

For the Organizational Audit, the memorandum will include recommended organizational structure improvements along with implementation recommendations.

For each memorandum, a draft will be submitted for the Town's review and comment prior to a hybrid virtual/in-person review meeting to be held between W&C, Raftelis and the Town to review any comments, concerns and/or questions. Final memoranda will be issued that incorporates the Town's comments as applicable.

PROCESS EQUIPMENT CONDITIONS ASSESSMENT

Accompanying the audits, a separate process equipment conditions assessment will be performed. The assessment will serve as a supplement to the 2017 Facilities Plan; used to develop a short-term prioritized capital improvements plan.

The conditions assessment will focus on the existing process assets at the plant. A hydraulic capacity analysis and/or a treatment process assessment will not be included.

The Scope of Services for the conditions assessment is presented below.



Task 1: Kickoff Meeting

Woodard & Curran will arrange and attend a project kick-off meeting with the Town and WPCF staff. The meeting will serve to review the project scope, present a list of information required to complete the work, confirm the project goals and review the project schedule.

This meeting will also serve as the beginning of a data gathering phase for the project. A data request will be provided to the Town prior to the meeting to allow time to begin gathering the information requested. This will include, but may not be limited to:

- The approved 2017 Facilities Plan
- Current asset/equipment lists (including equipment make, model, date of installation, etc.)

WPCF operator interviews will be conducted following the kickoff meeting to better understand the operations and maintenance, and capacity concerns currently experienced at the facility. It will be important to understand any additional concerns the operators have (hydraulic and/or capacity constraints, process treatment concerns, etc.). While these will not be specifically analyzed under this Scope of Services, it will be important to identify them in the context of the conditions assessment, and to ensure that if needed, they are identified on the capital plan for future investigation.

Task 2: Equipment Conditions Assessment

Woodard & Curran process engineers will schedule and conduct site visits up to two separate days on-site to observe current equipment conditions at the WPCF. We will use these visits in conjunction with the asset/equipment lists to assess, among other criteria, current condition, consequence of failure and useful equipment life remaining. Continued operator interaction during these evaluations will help with these assessments.

Task 3: Technical Memorandum

At the conclusion of the conditions assessment task, the results will be analyzed and evaluated to determine a recommended capital improvements plan (CIP) to repair and/or replace equipment at the WPCF. At this time, we envision the CIP being broken into two general timelines: 0-5 years and 5+ years. Planning level cost estimates will be prepared for each recommendation to provide the Town with a document to serve as a road map to address the WPCFs capital needs.

SCHEDULE

We understand the urgency of the Town to complete this assessment ahead of additional pending projects the Town wishes to pursue. Based upon this urgency, we are prepared to mobilize our team quickly to perform the kickoff meeting and site visits to your wastewater facility. We anticipate draft Technical Memoranda will be issued to the Town within 28 days of completion of the site visits and exit interviews.

FEE

The above Scope of Services will be performed for a lump sum fee of \$103,450.00 to be invoiced monthly on a percent complete basis.



ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

This proposal incorporates the following assumptions and understandings regarding the scope of work:

- **Safety:** The Town will provide information in advance of the site visits describing all required personal protective equipment (PPE) and safety protocols. Woodard & Curran and Raftelis personnel will attend any safety orientation on-site prior to starting the facility assessments. All staff working on-site will abide by safety rules and will use the required PPE.
- **Staff Interviews:** The Town will provide access to experienced plant personnel who can describe operations, maintenance, and management of the treatment and distribution facilities.
- **The condition assessments** will be focused solely on major process equipment and will be based on visual inspection and operator input only. Evaluation of civil, structural, electrical, SCADA, and building systems are not included in this scope. If any major deficiencies in these areas are observed that could impact plant performance, they may be noted in the technical memorandum as recommended for further evaluation.

CLOSING

Together, Woodard & Curran and Raftelis greatly appreciate this opportunity to offer operational and organizational support services to the Town of Fairfield. Please feel free to call the undersigned at (203) 872-7822 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink, appearing to read "M. Headd".

Michael Headd, PE
Vice President

cc: T. Bremer, Town of Fairfield
M. Manchisi, Town of Fairfield
R. Scott, W&C
J. Sheehan, W&C
Z. Green, Raftelis
S. Parker, Raftelis
J. Ingram, Raftelis



MASTER PROFESSIONAL SERVICES AGREEMENT STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached scope of services dated April 27, 2023 (the "Services"), constitute the terms of this agreement for professional and/or engineering services ("Agreement") between Woodard & Curran, Inc. (referred to herein as "Consultant"), with an address of 213 Court Street 4th Floor, Middletown, CT 06457, and Town of Fairfield ("Client"), with an address of 725 Old Post Road, Fairfield, CT 06824 with respect to the performance of the Services and any additional or future agreed upon scopes of services that reference and incorporate this Agreement. The parties shall be individually and collectively referred to herein respectively as a "Party" or the "Parties".

WHEREAS, it is the desire of the Client to contract with the Consultant for the Services; and Consultant desires to perform the Services.

NOW THEREFORE, the parties hereto agree as follows:

1. The Services. Consultant shall perform the Services described in the attached proposal.

- 1.1 Assumptions. The Consultant's Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the attached proposal.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the scope of Services or work to be performed. If the scope of Services is changed in a manner that will increase or decrease Consultant's costs or the time required to perform the Services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Consultant's Responsibilities

- 2.1 Consultant shall be responsible for the following:
 - 2.1.1 Consultant will perform all work in accordance with the scope of Services set forth in the attached proposal.
 - 2.1.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
 - 2.1.3 Consultant shall make reasonable professional efforts to comply with all applicable laws and regulations applicable to Consultant's performance of the Services.
 - 2.1.4 Consultant shall assign a project manager to act as Consultant's representative with respect to the Services to be rendered under this Agreement.
 - 2.1.5 Consultant shall have and maintain all applicable professional licenses and permits required to perform the Services.
 - 2.1.6 When providing technology-based services, Consultant shall maintain a data-security program that is consistent with industry standards, and will use processes and tools readily available in the marketplace. The parties recognize that due to constant advancements and rapidly changing risks inherent in the field of data technology, which are beyond the control of Consultant and Client, as long as Consultant observes the standard of care, Consultant is not responsible for any damages, claims, incidents pertaining to said data-security program.

3. Client's Responsibilities

- 3.1 Client shall do the following in a timely manner so as not to delay the services of Consultant:
 - 3.1.1 Designate in writing a person to act as Client's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and

define Client's policies and decisions with respect to Consultant's Services. Such person shall have complete authority to bind Client financially with respect to the payment of the Services to be rendered under this Agreement.

3.1.2 Provide all criteria and full information as to Client's requirements for the project relative to the scope of Services (the "Project"), including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.1.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the Services under this Agreement.

3.1.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the Services of Consultant.

3.1.5 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Services or timing of the Services.

3.1.6 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Services.

3.1.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA.

4. Subcontracts

4.1 If requested by Client, the Consultant will recommend that the Client engage the services of laboratories, testing services, subconsultants, or third parties in connection with the Project. Payment to these third parties will be made directly by the Client and the Consultant is not responsible for the Client's use of such third parties or for such third parties' means and methods and will not be liable for their errors or omissions.

4.2 In the alternative, Consultant may subcontract any portion of the Services to a subcontractor, and the Consultant will add a 10% surcharge on invoices paid directly by the Consultant for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

5. Billing and Payment

5.1 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the scope of Services set forth in the proposal or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period.

5.2 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month and as permitted by applicable local law until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

5.3 If applicable, Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:

5.3.1 transportation and living expenses incurred in connection with travel on behalf of the Client;

5.3.2 overnight or priority postage and costs for special handling of documents;

5.3.3 renderings and models requested by the Client;

- 5.3.4 expense of overtime work requiring higher than regular rates;
 - 5.3.5 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
 - 5.3.6 use of company field vehicle will be charged according to Consultant's current rates;
 - 5.3.7 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
 - 5.3.8 purchase or rental of specialized equipment and other supplies necessary to conduct the work;
 - 5.3.9 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.4 If applicable, Miscellaneous Direct Expenses will be billed to the Client's project(s) each month at 3% (or as otherwise set forth in the scope of Services) of the current month's labor fee (including project contract labor fee) to compensate Consultant for expenditures for miscellaneous administrative costs such as production and communication/technological expenses incurred on the Client's project(s).
- 5.5 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.6 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant be contingent upon financing arrangements or receipt of payment from any third party.
- 5.7 If the Client fails to make payment when due Consultant for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of the Services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, Consultant shall have no liability to Client for delay or damage caused to Client or others because of such suspension of Services.
- 5.8 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay the portion of the invoice in accordance with Paragraph 5.2. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.9 If circumstances or conditions not originally contemplated or known to Consultant are revealed and affect the Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Services.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Consultant (and Consultant's subcontractors and subconsultants) pursuant to this Agreement are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client; however, such documents are not intended nor represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants, and Client shall defend and indemnify Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.
- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Consultant and Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents, subcontractors and subconsultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, from any cause or causes whatsoever shall not exceed the greater of two times the fee for the applicable Services or the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Client's claims under Consultant's applicable insurance policies subject to the minimum stated policy limits set forth herein. This limitation shall apply regardless of available insurance coverage, cause(s) or theories of liability, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of Consultant or Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents or subcontractors or subconsultants, or any of them. Client may negotiate a higher limitation for additional consideration.
- 7.2 Neither Party shall be responsible or held liable to the other for special, punitive, exemplary, indirect, incidental or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

- 8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits, and list Client as a certificate holder. The Client and Consultant waive all of their and their respective insurers' rights of subrogation against each other to the extent any loss is covered by their applicable insurance policies. Furthermore, the Client shall require that any of its retained subcontractors list the Consultant as an additional insured on their applicable insurance policies, and that such subcontractors and their insurers waive their rights of subrogation against Consultant.

9. Indemnification Hold Harmless

- 9.1 Consultant agrees to indemnify and hold Client, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in a judgment, or damages ("Losses") to the proportionate extent such Losses are caused by Consultant's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Consultant, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in Losses to the proportionate extent such Losses are caused by Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

- 10.1 Neither Party shall hold the other Party responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other Party, or that could not have been

reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to weather affecting performance of services, floods, epidemics, pandemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either Party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

11. Estimates of Opinions of Cost

11.1 If applicable, any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as a Consultant and represents its best judgment as an experienced and qualified Consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bid or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

12. Notice

12.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the other Party at the address set forth in the first paragraph of this Agreement. Notices may also be given by personal delivery or sent via a regionally recognized overnight carrier (i.e. FedEx, UPS). Notices shall be deemed given when delivered.

13. Dispute Resolution

13.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any Party may give the other Party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall, within five business days after delivery of such notice, establish a plan to meet at a mutually acceptable time and place no later than ten business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either Party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

13.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at a Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

14. Termination

14.1 Either Party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written notice to the other Party ("Notice of Termination"). The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after

termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

14.2 Either Party shall have the right to terminate this Agreement for cause if the other Party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A notice containing specific reasons for termination ("Notice of Default") shall be sent to the defaulting Party, and both Parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting Party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting Party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting Party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

15. Health and Safety

15.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both Parties shall enter into good faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant may terminate this Agreement in accordance with Paragraph 14.1.

15.2 Consultant will not implement or be responsible for health or safety procedures for any other persons other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the scope of Services, Consultant's observation and testing of portions of the work of other parties on a Project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications, and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Construction Contract Responsibilities

16.1 Where the scope of Services includes the performance of any Services during the construction phase of the Project, Consultant and Client agree to the following:

16.1.1 It is understood that the purpose of any such services (including any visits to the Project site) will be to enable Consultant to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Consultant shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Consultant does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents. Client shall include a requirement in all construction phase contracts requiring that the Contractor(s) shall indemnify, defend and hold the Consultant harmless from any and all claims, demands, causes of action, damages, costs, fines, penalties and expenses, including attorneys' fees, property damage, environmental damage, bodily injury, personal injury, losses, or liability based on, arising out of or alleged to arise from the Contractor's(s') performance of the work described in the construction phase contracts.

16.1.2 If Consultant's contract with the Client so requires, Consultant shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance

with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Consultant's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

17. Environmental Conditions and Subsurface Risks

17.1 Where the scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

17.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "Hazardous Substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action relating to personal injury, property damage, non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent that such claims are based on or arise from the existence or release of any Hazardous Substances.

17.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any Hazardous Substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

17.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

17.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

17.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of the Services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

17.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

17.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services

or which is not shown, or accurately located, on plans furnished to Consultant by Client or by any other party, or which could not have been reasonably identified by Consultant.

18. Samples

18.1 Where the scope of Services involves the collection of non-hazardous or hazardous samples, Consultant and Client agree to the following:

18.1.1 Non-Hazardous Samples. Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

18.1.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

19. Miscellaneous

19.1 This Agreement shall be governed and construed in accordance with the laws of the state where the Project is located.

19.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the state where the Project is located, and each Party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

19.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

19.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such Party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

19.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.

19.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

19.7 The parties acknowledge and agree that, due to local licensing and other laws and regulations, Consultant may be required to perform services in the name of an affiliate or subsidiary for certain jurisdictions, primarily:

- a) Ohio, North Carolina, Virginia, Michigan, Vermont – Woodard & Curran Engineering and Geological Services, P.A.
- b) New York – Woodard & Curran Engineering and Geological Services, P.A. P.C.

In the event Client requests services in the states identified above, the parties agree and acknowledge that the requested services may be performed in the name of the affiliate or subsidiary identified above under the terms and conditions of this Agreement.



(Signatures on next page)



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below

CONSULTANT:

WOODARD & CURRAN, INC.

By:

Printed: Michael Headd

Title: Vice President

Thereunto duly authorized

Date:

CLIENT:

TOWN OF FAIRFIELD

By:

Printed:

Title:

Thereunto duly authorized

Date:

WATER POLLUTION CONTROL AUTHORITY COMMISSION

DRAFT Minutes

link

A WPCA Special meeting was held via Webex at 4:00 p.m. on Tuesday, May 9, 2023.

Present: Vice Chairman Joseph D'Avanzo, Ron Drew, Chairman Mark Elletson, Matt Manchisi, Tom McCarthy

Absent: Nancy Lefkowitz, Chris Steiner

Also Present: Frank Magneri-Budget Director, Jared Schmitt-CFO

1. **Call to Order** – Chairman Elletson called the meeting to order at 4:19 p.m.
2. **To hear, consider and authorize the Water Pollution Control Authority to enter into a contract with Woodward & Curran for services to include the measurement of the WPCF wastewater facilities' performance relative to technical management, operational efficiency, organization, finances, capital asset protection and other relevant and meaningful focal points and an evaluation of the physical condition of the WPCF's current assets, including an Organizational Evaluation in the amount not to exceed \$104,000. The scope of work is contained in their proposal of April 27, 2023.**

Tom McCarthy motioned to hear and consider the Water Pollution Control Authority to enter into a contract with Woodward & Curran for services to include the measurement of the WPCF wastewater facilities' performance relative to technical management, operational efficiency, organization, finances, capital asset protection and other relevant and meaningful focal points and an evaluation of the physical condition of the WPCF's current assets, including an Organizational Evaluation in the amount not to exceed \$104,000. The scope of work is contained in their proposal of April 27, 2023. Matt Manchisi seconded the motion.

Mr. D'Avanzo remarked the way it reads is confusing for the amount of money to be approved. He is concerned they won't know who to report to since WPCA and WPCF are not correctly identified. Mr. Manchisi believes they will understand. He looked at the scope and assessment and they will meet with both. Mr. D'Avanzo noted for the record that John Marsilio is not the Director of Public Works. Mr. D'Avanzo commented they are reporting findings to the Town. Mr. Manchisi clarified that they are referring to all three entities; the Board, the Town and the Town Staff. Mr. D'Avanzo would like to add the definition of what the State statute was intended to mean and what does the Town Charter mean? Under the organizational audit, the Charter is part of that structure. The people being interviewed will bring up the Charter and their desire to make changes as appropriate.

Mr. Elletson asked Mr. Manchisi if he will be actively engaged in the process through the duration. Mr. Manchisi replied that there should be some input and discussion from the Board. Mr. D'Avanzo thought there was a subcommittee; Mr. Manchisi, Mr. McCarthy and Mr. Marsilio. Mr. Manchisi said they should become more involved after the BOS discusses at their May meeting but he doesn't know the contract duration. They will

probably start a week or two after the BOS meeting before the end of this month if possible. Mr. Schmitt stated the Town Attorney is reviewing the contract and is getting it ready for the BOS to vote on.

The funding will come from the Operating Budget.

Matt Manchisi motioned to authorize the Water Pollution Control Authority to enter into a contract with Woodward & Curran for services to include the measurement of the WPCF wastewater facilities' performance relative to technical management, operational efficiency, organization, finances, capital asset protection and other relevant and meaningful focal points and an evaluation of the physical condition of the WPCF's current assets, including an Organizational Evaluation in the amount not to exceed \$104,000. The scope of work is contained in their proposal of April 27, 2023. Ron Drew seconded the motion which carried unanimously, 5-0. (D'Avanzo, Drew, Elletson, Manchisi, McCarthy in favor)

3. Adjourn

Matt Manchisi motioned to adjourn the meeting at 4:33 p.m. Ron Drew seconded the motion which carried unanimously, 5-0. (D'Avanzo, Drew, Elletson, Manchisi, McCarthy in favor)

Respectfully submitted,
Sheila Tesei
Recording Secretary