

Berlin Town Council Chambers is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://berlinct-gov.zoom.us/j/88565897864?pwd=a3y8wly5LdXVGa67AUD78cf63vAAyH.1>

Meeting ID: 885 6589 7864

Passcode: 892988

+1-929-205-6099, US (New York)

Special Town Meeting

6:45 PM -- A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, July 23, 2024, at 6:45 p.m. for the following purpose:

Approve a FY25 non-budgeted appropriation of \$140,000 from the General Fund for a Town-wide Water and Sewer System Study, subject to approval by the Board of Finance.

Dated at Berlin, Connecticut this 10th day of July 2024.

(Please note: To participate and vote during a Town Meeting when using Zoom you will need to identify yourself by name and address and have a working camera that is “on” during the Town Meeting.)

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, July 23, 2024
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. AUDIENCE OF CITIZENS
- E. MAYOR’S UPDATE
- F. MEETING AGENDA – Immediately Following the Mayor’s Update

G. CONSENT AGENDA:

1. Topic re: Accept monetary donations totaling \$950 and deposit \$950 into the friends of the library miscellaneous account to be used to purchase 2 children's programs and an adult/child program. -- Berlin-Peck Memorial Library
2. Topic re: Transfer \$71,500, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover year-end transfers in identified accounts. - Finance
3. Topic re: Accept the donations of \$3,125 and appropriate the funds to the Police Cadet Program Expenditure Account. – Police Department
4. Topic re: Accept the donations of \$ 325.00 and appropriate the funds to the Police K9 Program Expenditure Account. – Police Department
5. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$225.00 and supplies/medical care valued at \$ 314.00. - Animal Control

H. NEW BUSINESS:

1. Topic re: Authorize the Town Manager to enter into an Agreement with Haley Ward Engineers in the amount of \$140,000.00 to study the three water/sewer systems in Berlin (namely: Berlin Water Control, Kensington Fire District, and Worthington Fire District). – Water Control
2. Topic re: Request the Public Building Commission to make a determination if the updated camera system will be included in the Police Station construction project, and, if not, to request the Public Building Commission to release \$60,000 of contingency in the Police Construction project to fund the required Police Station camera upgrade. - Police Department
3. Topic re: Approve the attached resolution to authorize W. Lee Palmer, Interim Town Manager, to apply to the CT DECD for a \$360,000 additional municipal brownfields grant for the 889 Farmington Avenue and, if a grant is offered, to accept the grant, execute a grant proposal, grant agreement and other documents as necessary to secure and carry out the purposes of the grant and to appropriate the grant of up to the amount awarded to the Municipal Brownfields grant account for 889 Farmington Avenue, subject to approval of Corporation Counsel. – Economic Development
4. Topic re: Authorize the Town Manager to enter a Purchase and Sale Agreement with contingencies with Vesta Corporation/O'Riordan Migani Architects concerning the sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior housing, subject to review and approval by Corporation Counsel. – Economic Development
5. Topic re: Modify the authorization to enter a contract with Loureiro Engineering approved by the Town Council on October 4, 2022 (agenda item H-6) from \$101,845 to \$47,274.33. Also authorize the Town Attorney to draft a letter to Loureiro modifying PO #241372 (preceded by PO #231744) to \$47,274.33 and closing PO #241372 to any additional charges. Also waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of \$25,500 for additional construction observation, general consulting, and waste characterization services related to the 55 Steele Boulevard Engineered Control project with the cost be charged to the

Farmington Ave Development (non-grant) account, as this is in the best interest of the Town. – Economic Development

6. Topic re: Approve a bid waiver and the proposal from Earth Contractors of Kensington, CT also an approved on-call contractor in the amount of \$35,000 which includes a \$3,000 contingency for all associated work required to remove and dispose of mobile home units 16 and 14 at no. 292 Deming Road. - Facilities
7. Topic re: Utilize sole source contractor Automated Building Systems of Glastonbury, CT and increase purchase orders as needed up to \$50,000 in Department 61 School Expenses, contractual services, and up to \$50,000 as needed in Department 38 Public Buildings contractual services for fiscal year 2025 without exceeding any account balances as this is in the best interest of the Town. – Facilities
8. Topic re: Approve purchase order increases up to \$50,000 as needed during fiscal year 2025 in both department no. 38 and department no. 61 without exceeding account balances for the following National and State Contract Service providers below for associated maintenance, repair and service agreements on HVAC systems, Elevators, Fire and Security systems and IAQ mitigation measures at all Town and School Buildings. Johnson Controls, TRANE US, Carrier, ENCORE, KONE, Daikin Applied, Swan Associates, Security 101, Siemens and BELFOR. – Facilities
9. Topic re: Waive the Town's purchasing requirements and approve the purchase of tires from Connecticut Tire, Sullivan Tire and DiPietro Tire, utilizing government pricing from the tire manufacturers, in amount not to exceed \$45,000 as this is in the best interest of the Town. – Municipal Garage
10. Topic re: Approve the purchase of auto parts and supplies using the Sourcewell Contract (032521-GPC) from N.A.P.A. Auto Parts for an amount not to exceed \$45,000. Also approve the purchase of auto parts and supplies using the State of Connecticut Department of Administrative Services Contract # 19PSX0189 from Tasca Ford for an amount not to exceed \$30,000. Also waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Monaco Ford for an amount not to exceed \$30,000, as this is in the best interest of the town and also waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Municipal Truck Parts for an amount not to exceed \$20,000, as this is in the best interest of the town. - Municipal Garage
11. Topic re: Authorize the Town Manager to waive the bidding requirement for emergency repairs to the Shuttle Meadow Avenue Bridge by Mizzy Construction, Inc. of Plainville CT, for an amount not to exceed \$59,218.30, as this is in the best interest of the Town. – Public Works
12. Topic re: Modify the previously approved and modified not-to-exceed amount of \$4,413,000.00 awarded to All State Construction, Inc. of Farmington, CT) for Contract No. 2023-20 for Unit Ventilator Replacement and HVAC Upgrades on the Emma Hart Willard Elementary School, to an amount not to exceed \$4,344,860.00. – Public Works
13. Topic re: Approve a bid waiver and proposal from Consulting Engineering Services, Inc of Middletown, CT for Griswold School HVAC engineering design services for an amount not to exceed \$17,000.00, as this is in the best interest of the Town. Also approve a bid waiver and

proposal from Consulting Engineering Services, Inc of Middletown, CT for Hubbard School HVAC engineering design services for an amount not to exceed \$17,000.00, as this is in the best interest of the Town. – Public Works

14. Topic re: Approve a bid waiver and proposal from Friar Architecture of Farmington, CT for Griswold School HVAC architectural and civil engineering design services for an amount not to exceed \$34,070.00 (which includes a \$5,000.00 Owner’s Allowance), as this is in the best interest of the Town. Also approve a bid waiver and proposal from Friar Architecture of Farmington, CT for Hubbard School HVAC architectural and civil engineering design services for an amount not to exceed \$34,070.00 (which includes a \$5,000.00 Owner’s Allowance), as this is in the best interest of the Town. – Public Works
15. Topic re: Discussion concerning the projects at Berlin High School Track and Timberlin Golf Course. – Public Grounds/Golf Course
16. Topic re: Discussion concerning Percival Heights Senior Housing Tax Abatement Request – Town Manager

I. TOWN MANAGER’S REPORT:

J. SPECIAL COMMITTEE REPORTS:

K. COUNCILORS’ COMMUNICATION:

L. ACCEPTANCE OF MINUTES: July 9, 2024

M. EXECUTIVE SESSION:

Real Estate – C.G.S.S. Sec. 1-200 (6) (D) discussion of the selection of a site, sale or purchase of real estate by the Town – Chamberlin Highway

N. ADJOURNMENT

LEGAL NOTICE
TOWN OF BERLIN
SPECIAL TOWN MEETING

July 23, 2024

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, July 23, 2024, at 6:45 p.m. for the following purpose:

Approve a FY25 non-budgeted appropriation of \$140,000 from the General Fund for a Town-wide Water and Sewer System Study, subject to approval by the Board of Finance.

Dated at Berlin, Connecticut this 10th day of July 2024.

BERLIN TOWN COUNCIL

ATTEST: Kate Wall, Berlin Town Clerk

Publish Date:
July 15, 2024

Consent
Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager 
DATE: July 12, 2024
SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	950.00	FOL Misc. Acct.	2 children's programs and an adult/child program	Friends of the Library
	950.00			

Funding:
No funding needed

Action Needed:
Move to accept monetary donations totaling \$950 and deposit \$950 into the friends of the library miscellaneous account to be used to purchase 2 children's programs and an adult/child program.

Attachments:
n/a

Prepared By:
Carrie Tyszka, Director 

Consent
Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 16, 2024

SUBJECT: Budget Transfers

Summary of Agenda Item:

Over the course of each fiscal year, funds within the adopted General Fund budget are transferred to account for needs that have changed or opportunities that have arisen since the budget was adopted. No new money is being appropriated with this request. These items are summarized on the Budget Adjustments spreadsheet submitted with this action item.

Action Needed:

Move to transfer \$71,500, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover year-end transfers in identified accounts.

Attachments:

Budget Adjustments spreadsheet

Budget Change forms

Prepared By:

Kevin Delaney, Finance Director 

**Budget Adjustments
July 23, 2024**

<u>Department</u>	<u>GL Account #</u>	<u>Explanation</u>	<u>From</u>	<u>To</u>	
Golf Course	001.45.4567.0.59622.00000	Transfer to Other Funds		\$70,000.00	
	001.25.2543.0.51135.00000	Blue Collar Personnel	\$ 2,500.00		
	001.25.2543.0.51160.00000	Strtrs. Rngrs, Golf Carts	\$ 5,500.00		
	001.25.2543.0.51400.00000	Overtime	\$ 7,500.00		
	001.25.2543.0.51510.00000	Part time & Summer Help	\$ 4,000.00		
	001.25.2543.0.52100.00000	Social Security	\$ 3,000.00		
	001.25.2543.0.52110.00000	Unemployment Compensation	\$ 5,500.00		
	001.25.2543.0.52200.00000	Pension	\$ 4,500.00		
	001.25.2543.0.52300.00000	Uniforms	\$ 2,000.00		
	001.25.2543.0.53102.00000	Electricity	\$14,500.00		
	001.25.2543.0.53106.00000	Vehicle Fuel	\$ 2,000.00		
	001.25.2543.0.53233.00000	Auto Parts	\$ 1,000.00		
	001.25.2543.0.53241.00000	Sand & Stone	\$ 1,000.00		
	001.25.2543.0.53245.00000	Maintenance & Repair	\$ 1,000.00		
	001.25.2543.0.53245.00000	Telephone	\$ 1,000.00		
	001.25.2543.0.53917.00000	Water & Sewer	\$ 4,000.00		
	001.25.2543.0.53941.00000	Bank charges	\$11,000.00		
	Schools	001.35.3561.0.51500.00000	Summer Programs/ Field Trips		\$1,500.00
		001.35.3561.0.51400.00000	Overtime	\$1,500.00	
	GENERAL FUND TOTAL			<u>\$71,500.00</u>	<u>\$71,500.00</u>
WATER CONTROL TOTAL			<u>\$0.00</u>	<u>\$0.00</u>	
CAPITAL PROJECTS TOTAL			<u>\$0.00</u>	<u>\$0.00</u>	
GRAND TOTAL			<u>\$71,500.00</u>	<u>\$71,500.00</u>	

Unaudited golf course expenditures finished FY24 underbudget. This transfer moves almost all of the favorability to the CNR fund for future capital purchases. A small amount of favorability remains in the golf course department to cover late invoices or audit adjustments.

Due to volume of field trips requiring nurses, the Summer Programs/Field Trips account was higher than budgeted.



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Golf Course	Fiscal Year:	FY2024	Date:	7/13/24
To Acct #:	Description:	Amount:	Requested by:		
001.45.4567.0.59622.00000	Transfer to Other Funds	\$70,000.00	S. Guerrero		

Are there funds from another account which can be requested: Yes No Partially Don't Know

From Acct #:	Description:	Amount:	Approved by:
001.25.2543.0.51135.00000	Blue Collar Personnel	\$2,500.00	
001.25.2543.0.51160.00000	Strtrs, Rngrs, Golf Carts	\$5,500.00	
001.25.2543.0.51400.00000	Overtime	\$7,500.00	
001.25.2543.0.51510.00000	Part time & Summer Help	\$4,000.00	
001.25.2543.0.52100.00000	Social Security	\$3,000.00	
001.25.2543.0.52110.00000	Unemployment Compensation	\$5,500.00	
001.25.2543.0.52200.00000	Pension	\$4,500.00	
001.25.2543.0.52300.00000	Uniforms	\$2,000.00	
001.25.2543.0.53102.00000	Electricity	\$14,500.00	
001.25.2543.0.53106.00000	Vehicle Fuel	\$2,000.00	
001.25.2543.0.53233.00000	Auto Parts	\$1,000.00	
001.25.2543.0.53241.00000	Sand & Stone	\$1,000.00	
001.25.2543.0.53245.00000	Maintenance & Repair	\$1,000.00	
001.25.2543.0.53245.00000	Telephone	\$1,000.00	
001.25.2543.0.53917.00000	Water & Sewer	\$4,000.00	
001.25.2543.0.53941.00000	Bank charges	\$11,000.00	

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Unaudited golf course expenditures finished FY24 underbudget. This transfer moves almost all of the favorability to the CNR fund for future capital purchases. A small amount of favorability remains in the golf course department to cover late invoices or audit adjustments.

Request approved Disapproved Partially Approved Date: **7/15/24**

Comments:

Section 3a: Town Council action:

Request approved Disapproved Partially Approved Referred to Town Mtg. N/A

Comments:

Section 3b: Board of Finance action:

Request approved Disapproved Partially Approved Referred to Town Mtg. N/A

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department: Schools	Fiscal Year: FY2024	Date: 7/11/24
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To Acct #: 001.35.3561.0.51500.00000	Description: Summer Programs/Field Trips	Amount: \$1,500.00	Requested by: E. Halas
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Are there funds from another account which can be requested: Yes No Partially Don't Know

From Acct #: 001.35.3561.0.51400.00000	Description: Overtime	Amount: \$1,500.00	Approved by:
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Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Due to volume of field trips requiring nurses, the Summer Programs/Field Trips account was higher than budgeted.

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 7/11/24
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Comments:

Section 3a: Town Council action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
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Comments:

Section 3b: Board of Finance action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
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Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: July 16, 2024
SUBJECT: Donations for Police Cadet Program



Summary of Agenda Item:

The Police Department has received \$ 3,125 in donations from Atrinity Home Health LLC (\$ 2,500), Ryan T Lee Foundation (500), Elenor Hill (25), Pizza Kitchen and Grill (100) to the Police Cadet Program.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the Cadet Program Expenditure Account # 100.15.1532.0.53472.00000.

Funding

No funding needed.

Action Needed:

Move to accept the donations of \$3,125 and appropriate the funds to the Police Cadet Program Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe



Consent
Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: July 16, 2024
SUBJECT: Donations for K9 Program

Summary of Agenda Item:

The Police Department has received a \$325.00, Wright-Pierce (75), Andra Lou Millerd (100), anonymous donor (150) to the K9 Program.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the K9 Program Expenditure Account # 100.15.1532.0.53225.00000.

Funding

No funding needed.

Action Needed:

Move to accept the donations of \$ 325.00 and appropriate the funds to the Police K9 Program Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe 

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2024

SUBJECT: Donation to Berlin Animal Control

SUMMARY:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20010.00000

Period	Amount	Purpose	Donor*
June 7, 2024 to July 12, 2024	\$ 40.00 (cash)	Animal Care	Christopher Donais New Britain
	\$ 260.00 (value)	Spay/neuters two cats	F.O.B.A.C. Berlin
	\$ 54.00 (value)	Vet care check eye	F.O.B.A.C. Berlin
	\$35.00 (cash)	Animal Care	Lisa Asklar Berlin
	\$ 150.00 (ck # 1613)	Vaccines	Michelle Borselle Berlin

* Unless a name is mentioned, donors requested anonymity

FUNDING:

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 225.00 and supplies/medical care valued at \$ 314.00

ATTACHMENTS:

Thank you notes

PREPARED BY:

Janice Lund, Animal Control Officer





TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

June 7, 2024

Christopher Donais
52 Kennedy Drive
New Britain, CT 06051

Dear Christopher,

Thank you very much for the extremely kind and thoughtful monetary donation. Your thoughtfulness will help go toward the animal care here at our facility, we also want to thank you for helping those four adorable baby kittens.

Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services

Windsor Animal Clinic

46 Poquonock Avenue
 Windsor, CT 06095
 (860) 688-4969

Town Of Berlin (# 11015)

600 Christian Lane Home Phone: 538-4719 (860)
 Berlin, CT 06037 Work Phone: - () ext:
 Email Address: jlund@berlinct.gov

Jun 11, 2024

**Invoice Number
 OPEN: 0**

Eclipse (# J) CASE # 24-0039

Species: Feline
 Sex: Female Spayed
 Age: 3 years old
 Breed: DSH
 Coat Color: Tabby
 Weight: 0 lbs.
 Rabies Tag Number:
 Rabies Serial Number:
 Rabies Brand Name:
 Tattoo #:
 AVID Chip #:

Annual Exam:
 Cat Dist. Resp:
 Dental:
 Fecal Exam:
 Fecal Ova & Giardia Test:
 Feline Leukemia:
 Rabies:



Date	Code Description	Qty	Price
06/10/2024	1732 Feline Spay - Mature/In Heat	1	\$ 100.00
Total for Eclipse:			\$ 100.00

Nemo (# I) CASE # 24-0085

Species: Feline
 Sex: Male Neutered
 Age: 1 year old
 Breed: DSH
 Coat Color: Brn Tabby
 Weight: 0 lbs.
 Rabies Tag Number: 0517
 Rabies Serial Number: 390136A
 Rabies Brand Name: RABVAC 3
 Tattoo #:
 AVID Chip #:

Annual Exam:
 Cat Dist. Resp: 06/10/2025
 Dental:
 Fecal Exam:
 Fecal Ova & Giardia Test:
 Feline Leukemia:
 Rabies: 06/10/2025



Date	Code Description	Qty	Price
06/10/2024	SA260 Feline Leukemia/FIV Combo Test	1	\$ 35.00
	1615 Feline Castration - Mature	1	\$ 85.00
	262 Feline Dist/Resp - yearly	1	\$ 20.00
	250 Rabies - 1 year	1	\$ 20.00
Total for Nemo:			\$ 160.00

Pieper Veterinary Berlin St

PIEPER-OLSON VETERINARY HOSPITAL, LLC

<https://www.pieperveterinary.com/locations/middletown-veterinary-hospital/>

07/02/2024 08:52 AM EDT

150 BERLIN ST
MIDDLETOWN, CT, 06457
860-346-0837 (Office)

ID	DESCRIPTION	QTY	PRICE	SUB
Online Payment	Payment #1240294	1	\$54.00	\$54.00

BILLED TO

Janice M Lund Town Of Berlin - ACO
jlund@berlinct.gov
600 Christian Lane
06037

DETAILS

DETAILS	Approved (00)
TYPE	Charge - Capture
APPROVAL	378939
TRANS ID	1148595
MID	*****5027
TID	71234635
TERMINAL	221635

signature



07/02/24 73.123.239.177 janice lund

ACCOUNT	MASTERCARD... 3522
ENTRY MODE	Manual
AMOUNT	USD\$54.00
TOTAL	\$54.00

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer.

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 16, 2024

SUBJECT: Appropriation and Approval of Fiscal Year 2025 General Fund (Unassigned Fund Balance) for a Town-wide Water/Sewer System Study

SUMMARY:

On July 9, 2024, Town Council approved to schedule and advertise a Special Town Meeting to be held on Tuesday, July 23, 2024 at 6:45 p.m., for the purpose of approving a Fiscal Year 2025 non-budgeted appropriation of \$140,000.00 from the General Fund for a Town-wide Water and Sewer System Study of Berlin Water Control, Kensington, and Worthington Fire Districts.

This will be the first formal report evaluating the three systems and evaluating their infrastructure needs and operation.

FUNDING:

Identify \$140,000.00 from the non-budgeted General Town Funds to cover the cost of the Consultant Study.

ACTION NEEDED:

Move to authorize the Town Manager to enter into an Agreement with Haley Ward Engineers in the amount of \$140,000.00 to study the three water/sewer systems in Berlin (namely: Berlin Water Control, Kensington Fire District, and Worthington Fire District).

PREPARED BY:

Ray Jarema, P.E., Water Control Manager



TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: July 16, 2024

SUBJECT: Request for Public Building Commission review and make a determination of the source for funding for a replacement Video Camera Monitoring System needed to power cameras in the new PD renovation.

Summary of Agenda Item: As a part of the new building project/expansion of the police department new cameras will be added to the new areas. Our current video monitoring system would not have been capable of handling these additional cameras and a new system was needed. After the start of the project our existing video monitoring system failed and was too outdated to fix or update. Our service provider Norcom has installed a temporary system that is able to handle existing PD cameras but is not capable of adding the cameras from the new PD addition. The Police Department is seeking funding to pay for this new camera monitoring system that will be capable of handling all the existing cameras as well as the additional cameras from the addition. Many PD areas such as the sallyport and booking are mandated by law to have video recording capability. Without the replacement of this camera monitoring system we will not be able to use these new areas like the sallyport when completed. The replacement of this system is not currently included in the scope of the building project. The Police Department requests a determination of potential funds to purchase this new "Head End" portion of the camera monitoring system from Norcom our service provider. The cost of this new system is \$ 59,264.88. The Police Department is requesting consideration be given to using contingency funds from the renovation project or as part of the bonding to pay for this essential system.

Funding:

N/A – this motion is to request a determination of funding

Action Needed:

Move to request the Public Building Commission to make a determination if the updated camera system will be included in the Police Station construction project, and, if not, to request the Public Building Commission to release \$60,000 of contingency in the Police Construction project to fund the required Police Station camera upgrade.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe

DC

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 15, 2024

SUBJECT: Authorization for the Town Manager to Apply for and Enter Into Brownfields Grant Agreements Related to the 55 Steele Boulevard (formerly known as the 889 Farmington Avenue Property)

Summary of Agenda Item:

The Town Council authorized the Town Manager to apply for an additional State of Connecticut Department of Economic and Community Development Municipal Brownfields grant for the 55 Steele Boulevard Engineered Control Project and the State has offered a grant of \$360,000 (a \$50,000 local match was previously approved). The Town Council needs to authorize the Interim Town Manager, W. Lee Palmer, to enter into the grant agreement on behalf of the Town.

Funding:

The Town's \$50,000 match will be taken from the Farmington Ave Non-Grant account, as previously authorized. Newport Realty Group, LLC will contribute by agreeing to provide affordable housing units.

Action

Move to approve the attached resolution to authorize W. Lee Palmer, Interim Town Manager, to apply to the CT DECD for a \$360,000 additional municipal brownfields grant for the 889 Farmington Avenue and, if a grant is offered, to accept the grant, execute a grant proposal, grant agreement and other documents as necessary to secure and carry out the purposes of the grant and to appropriate the grant of up to the amount awarded to the Municipal Brownfields grant account for 889 Farmington Avenue, subject to approval of Corporation Counsel.

Attachments:

1. Authorizing resolution.

Prepared By:

Chris Edge, Economic Development Director *CE*
Jim Mahoney, Economic Development Coordinator

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)
CERTIFIED RESOLUTION OF THE GOVERNING BODY

I, _____, _____, certify that below is a true and correct copy of a
(Name of Official) (Title of Official)

resolution duly adopted by _____
(Name of the Applicant)

at a meeting of its _____
(Governing Body)

duly convened on _____ and which has not been rescinded or modified in
(Meeting Date)

any way whatsoever and is at present in full force and effect.

(Date)

(Signature and Title of Official)

SEAL

WHEREAS, pursuant to Connecticut General Statutes ("C.G.S.") Sec. 32-763 (for Brownfield Grant)

(State Statutory Reference)

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and **WHEREAS**, it is desirable and in the public interest that the _____ the Town of Berlin _____ make an application to the State for
(Applicant)

\$360,000 in order to undertake the 889 Farmington Avenue/55 Steele Blvd Brownfields Project
(Name and Phase of Project)

and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE

The Berlin Town Council

(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Connecticut General Statutes ("C.G.S.") Sec. 32-763 (for Brownfield Grant)

(State Statutory Reference)

2. That the filing of an application for State financial assistance by The Town of Berlin

(Applicant)

in an amount not to exceed \$ 360,000 is hereby approved and that

W. Lee Palmer, Interim Town Manager

(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of
The Town of Berlin

(Name of Applicant)

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 16, 2024

SUBJECT: Authorization for the Town Manager to enter a Contract with Vesta Corporation/O’Riordan Migani Architects for Sale of the former Knights of Columbus Property at 143 Percival Avenue for Development of Senior Housing

Summary of Agenda Item:

The Town owns the former Knights of Columbus property at 143 Percival Avenue. The Town Council decided that the property would be a suitable location for affordable Senior Housing. The Town’s Affordable Housing Plan and Plan of Conservation support that there is a need in the community for affordable senior housing. On June 18, 2024, the Town Council authorized the Town Manager to enter into an Exclusive Negotiating Agreement with Vesta Corporation/O’Riordan Migani Architects concerning the sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior housing. Subsequently, Vesta Corporation/O’Riordan Migani Architects requested that the form of agreement be a Purchase and Sale Agreement with contingencies, to facilitate its efforts to secure financing for the project.

Funding:

None.

Action Needed:

Move to authorize the Town Manager to enter a Purchase and Sale Agreement with contingencies with Vesta Corporation/O’Riordan Migani Architects concerning the sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior housing, subject to review and approval by Corporation Counsel.

Attachments:

None.

Prepared By:

Jim Mahoney, Economic Development Coordinator
Chris Edge, Economic Development Director

CE

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 16, 2024

SUBJECT: Authorization for the Town Manager to Enter into a Contract Amendment with Loureiro Engineering for Additional Construction Observation, General Consulting, and Waste Characterization Services for the 55 Steele Boulevard Engineered Control Project and Cancellation of Purchase Order

Summary of Agenda Item:

Loureiro Engineering provides environmental consulting services for the Town's 55 Steele Boulevard property.

As the Engineered Control project restarts, additional environmental consulting services are needed relative to construction observation, general consulting, and waste characterization. With the restart of these services, the existing purchase order related to construction observation and related services is out of date and needs to be terminated and replaced with a new purchase order. Purchase order #241372 (preceded by PO #231744) for construction observation and related services was originally authorized at \$101,845 and has a remaining balance of \$47,274.33. A Town Council authorization is required to reduce purchase order #241372 that was originally authorized at \$101,845 by \$54,570.67 to a new purchase order amount limit of \$47,274.33.

Loureiro Engineering submitted a new proposal of \$25,500 dated 7/17/24 to provide construction observation and related services that would partially replace the previous purchase order. An additional construction observation and related services authorization will likely be needed in the late summer or early fall but this will be addressed in a separate proposal. Therefore, staff requests that the Town Council reduce purchase order #241372 from \$101,845 to \$47,274.33, authorize the Town Attorney to send a letter to Loureiro Engineering notifying it of the purchase order reduction, and authorize a contract amendment with Loureiro Engineering for additional construction observation, general consulting, and waste characterization services for the 55 Steele Boulevard project of \$25,500 with the cost charged to the Farmington Ave Development (non-grant) account # 540.10.1017.0.54000.01624.

Funding:

The \$24,000 cost will be charged to the Farmington Ave Development (non-grant) account # 540.10.1017.0.54000.01624. Existing purchase order #241372 related to construction observation services will be reduced by \$54,570.67 to a new amount limit of \$47,274.33.

Action Needed:

Move to modify the authorization to enter a contract with Loureiro Engineering approved by the Town Council on October 4, 2022 (agenda item H-6) from \$101,845 to \$47,274.33.

Move to authorize the Town Attorney to draft a letter to Loureiro modifying PO #241372 (preceded by PO #231744) to \$47,274.33 and closing PO #241372 to any additional charges.

Move to waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of \$25,500 for additional construction observation, general consulting, and waste characterization services related to the 55 Steele Boulevard Engineered Control project with the cost be charged to the Farmington Ave Development (non-grant) account, as this is in the best interest of the Town.

Attachments:

1. Loureiro Proposal

Prepared By:

Chris Edge, Economic Development Director C.E.
Jim Mahoney, Economic Development Coordinator



July 16, 2024

Town of Berlin

Town Manager's Office, Room 1
240 Kensington Road
Berlin, Connecticut 06037

Attn: Mr. Jim Mahoney

RE: Revised Proposal for Additional Engineering Services
55 Steele Boulevard Engineered Control

Dear Mr. Mahoney:

In response to your request, Loureiro Engineering Associates, Inc. (hereinafter "LEA" or "Consultant") is pleased to submit this proposal to the Town of Berlin (hereinafter "Client" or "Town") for additional engineering services associated with the above referenced project.

1.0 Scope of Services

Task 1 – Construction Observation

LEA will provide construction monitoring and observation of the contractor's work to document that the project is being executed in accordance with the Final Design. These services will be provided under the direction of a Connecticut Licensed Professional Engineer and will include periodic visits to the project to observe the progress and prosecution of the contractor's work, document work-in-progress (e.g. notes and photographs) and observe delivered materials and products. The frequency of the site visits will be commensurate with the contractor's scope and extent of work underway at the time. LEA will document each site visit with a site observation report. Our fee includes ten (10) Site visits.

Task 2 – General Consulting Services

LEA will provide general consulting services including but not limited to project meetings, responses to contractor requests for information, review of change order requests, and miscellaneous technical support. Because the scope of these services cannot be predicted, it is not possible to assign a fixed fee to the potential level of effort required. Therefore, the general consulting services will be provided on an hourly basis in accordance with the attached Hourly Rate Schedule.

Task 3 – Waste Characterization Sampling

Loureiro Engineering Associates, Inc.

100 Northwest Drive • Plainville, CT 06062 • 860.747.6181 • Fax 860.747.8822 • www.Loureiro.com

AN EMPLOYEE-OWNED COMPANY

Affirmative Action / Equal Opportunity Employer



LEA will provide waste characterization sampling services to determine the appropriate offsite disposal facility for excavated materials, if necessary. Because the scope of these services cannot be predicted, it is not possible to assign a fixed fee to the potential level of effort required. Therefore, the waste characterization sampling services will be provided on an hourly basis in accordance with the attached Hourly Rate Schedule.

Services Not Included

The following services are not included in the scope of services or fees. If required, these services will be performed for additional fees in accordance with a written amendment.

1. Resident engineer or clerk of-the-works.
2. Construction layout services.
3. Construction management services.
4. Health and safety services.
5. As-built surveys of completed construction.
6. Transportation and disposal of characterized soils.

2.0 Fees

Based on our understanding of the project and the services described herein, we propose to complete the following Task on a time and materials basis (labor and Reimbursable Expenses).

Task 1 – Construction Observation (Budget; T&M)	\$6,500
Task 2 – General Consulting Services (Budget; T&M)	\$10,000
Task 3 – Waste Characterization Sampling (Budget; T&M)	\$7,500

Actual fees will accumulate in accordance with the attached Hourly Rate Schedule. Reimbursable Expenses, which include the cost of postage, shipping, and certified mailings; transportation and mileage charges; printing, copying and document production; expendables, equipment and project supplies; application fees, permit fees and bond fees; and other similar non-labor costs directly applicable to the project will be billed to you at cost plus 15%.

Our proposed fees are based on our current understanding of the project and the level of effort necessary to complete the scope of services specified herein. Should additional information or circumstances affect the level of effort necessary to complete the proposed work, we will inform you in advance of any potential impact to the proposed fees and/or schedule. We will not exceed the fees indicated above without prior written authorization from you.

LEA will bill Client monthly and payment in full is due within 30 days of the date of each invoice. Interest will accrue on any unpaid balance after 30 days. Client agrees that payment will not be subject to retainage of any kind and will not be contingent upon any type of lien waiver, regulatory



approval, project financing, funding commitment or audit. Client understands that LEA's services may be put on hold or terminated if invoices are not paid per this Agreement. In such case, Client waives its rights to delay claims and agrees to release LEA from all liabilities associated with schedule changes and/or project delays of any kind.

3.0 Schedule

This proposal is valid for 30 days. LEA is prepared to initiate the work described above immediately upon receipt of written authorization to proceed.

This Agreement will expire on December 31, 2024 but may be extended by amendment.

4.0 General Terms and Conditions

The attached General Terms and Conditions apply to all services provided by LEA. In the event the Client issues a purchase order or other instrument related to LEA's services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the attached General Terms and Conditions.

5.0 Supplemental Services

In the event LEA is to prepare for or appear in any litigation on behalf of the Client or is to perform other services not included herein, additional compensation shall be paid to LEA, charges for which will be based upon LEA's fee schedule at the time the additional services are performed.

We appreciate the opportunity to present this proposal and look forward to the opportunity to work with you on this project. Receipt of a signed copy of this proposal, with the accompanying General Terms and Conditions, will serve to authorize the work outlined in the scope of services. If you would like us to proceed with this work, please sign the following authorization to proceed and return it to me. If you have any questions regarding this proposal, please contact me by email at eckelting@loureiro.com or by telephone at 860-410-3061.

Sincerely,

LOUREIRO ENGINEERING ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Emily Kelting". The signature is written in a cursive, flowing style.

Emily Kelting, P.E.
Project Manager

Attachments: 1 - General Terms and Conditions
2 - Hourly Rate Schedule



Authorization to Proceed

I hereby authorize Loureiro Engineering Associates, Inc. to proceed with the work described in this Proposal and in accordance with the General Terms and Conditions attached hereto. I understand that I will be billed monthly and that payment is due and payable within 30 days of the date of the invoice, with interest accruing at the rate of 1.5% per month thereafter.

Signature

Date

Title

LOUREIRO ENGINEERING ASSOCIATES, INC.
General Terms and Conditions

These General Terms and Conditions are attached to and incorporated into the Proposal Letter that, as executed, shall serve as the Agreement between the Town of Berlin (CLIENT) and Loureiro Engineering Associates, Inc. (CONSULTANT) in respect of the Project described therein.

ARTICLE 1: GENERAL

The CONSULTANT shall perform for the CLIENT professional services in all phases of the Project to which this Agreement applies as described in the Proposal Letter and as hereinafter provided.

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

If CONSULTANT shall be unable to perform in accordance with the terms hereof due to naturally occurring soil, water or other environmental conditions, the presence of foreign or hazardous substances, violent weather, strike, civil disturbance or similar event beyond CONSULTANT'S control, CONSULTANT may request from the CLIENT that the terms of this Agreement affected thereby be modified by a written Amendment to be signed by the parties. The CLIENT, as its option, may agree to a modification on CONSULTANT'S terms or to such other terms as the parties may find acceptable.

ARTICLE 2: RESPONSIBILITIES OF THE CLIENT

As applicable and necessary for CONSULTANT to perform its services, the CLIENT will:

- Provide all criteria and full information as to its requirements for CONSULTANT'S services, including the CLIENT'S objectives, constraints or standards.
- Assist CONSULTANT by placing at its disposal all available information pertinent to the Project, excluding any financial information, but including previous environmental permits, engineering reports and any other similar data relative to the Project.
- Provide CONSULTANT all permissions, access and rights of entry to enter the property owned by the CLIENT and/or others in order for CONSULTANT to fulfill the scope of work included under this Agreement.

ARTICLE 3: PROJECT SCHEDULE

CONSULTANT shall commence the Project upon the date of execution of this Agreement and proceed expeditiously to complete the various tasks of the proposed scope of services within the time periods specified in the Proposal Letter, subject to the terms and conditions hereof.

ARTICLE 4: COMPENSATION

For the services authorized under this Agreement, CONSULTANT shall be compensated as specified in the Proposal Letter. If the Proposal Letter specifies that compensation will be on a time and expense basis and includes an upper limit or "not to exceed" amount, the amount due hereunder shall not exceed the stated maximum amount unless a supplemental Agreement or Amendment

approving the increase in the maximum amount has been executed.

The CONSULTANT will submit monthly invoices requesting payment from the CLIENT based upon the work completed for the services performed to date by the CONSULTANT under this Agreement. CLIENT agrees to bring to CONSULTANT'S attention in writing any questions regarding CONSULTANT'S invoice within ten (10) days of receipt. In the event that CLIENT does not provide CONSULTANT with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to CLIENT. CLIENT agrees to make payment to the CONSULTANT within thirty (30) calendar days after receipt of the CONSULTANT'S invoice. If an invoice remains unpaid after sixty (60) calendar days of submission to the CLIENT, the CONSULTANT has the right to cease all work until all amounts due CONSULTANT are paid in full.

In the event that payment for services is not made within thirty (30) calendar days after receipt of the CONSULTANT'S invoice, the CLIENT agrees to pay a service charge of 1.5% per month on the unpaid balance. Should it become necessary for CONSULTANT to commence legal action to collect any sums due it, it is agreed that CONSULTANT shall be entitled to collect from the CLIENT its costs incurred in any such action(s) including reasonable collection fees, attorney's fees, litigation costs and cost for defense.

CLIENT shall address payments to:

Loureiro Engineering Associates, Inc.
Accounts Receivable
100 Northwest Drive
Plainville, CT 06062

ARTICLE 5: LIABILITY INSURANCE

CONSULTANT shall, during the performance of the Agreement, keep in force the following insurance, together with any other coverage that may be required by law:

Workers' Compensation Insurance, including Employer's Liability Insurance for its employees in compliance with statutory limits; Commercial General Liability Insurance with \$1,000,000 per occurrence combined single limit and policy aggregate; Business Automobile Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence and policy aggregate; Professional Liability Insurance with \$1,000,000 per occurrence and policy aggregate.

CONSULTANT shall furnish to the CLIENT, at their request, certificates of insurance, evidencing the insurance required hereby. All policies required hereunder shall contain a provision that at least thirty (30) days' prior written notice shall be given to the CLIENT in the event of

cancellation, reduction or non-renewal of any such insurance.

ARTICLE 6: ESA SERVICES

In consideration of the substantial risks to CONSULTANT in performing Environmental Site Assessment (ESA) services, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of the services under this Agreement or related in any manner whatsoever to the existence, release, or disposal of toxic or hazardous substances, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of CONSULTANT. In addition, the CLIENT agrees, to the maximum extent permitted by law, to waive any claims against CONSULTANT arising out of the performance of the services under this Agreement.

ARTICLE 7: KNOWN OR SUSPECTED ENVIRONMENTAL HAZARDS

In consideration of the substantial risks to CONSULTANT posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, his or her officers, directors, employees, agents, and independent consultants and any of them from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of CONSULTANT.

ARTICLE 8: SCOPE OF WORK

The CLIENT and CONSULTANT have agreed to a list of basic services that CONSULTANT will provide to the CLIENT, listed in the Proposal Letter. Services not set forth in the Proposal Letter are excluded from the scope of services and CONSULTANT assumes no responsibility to perform such services.

ARTICLE 9: STANDARD OF CARE

Services provided by CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality. The CONSULTANT makes no other warranties, express or implied, with respect to the services rendered hereunder.

ARTICLE 10: MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties to the extent such damage is determined to have been caused by the negligent acts, errors or omissions or willful misconduct by Consultant in the performance of its services under this Agreement. Consultant shall not be responsible for any loss, damage or liability arising from negligent or willful acts by the Client or any of its, employees, agents, affiliates or subsidiaries. To the fullest extent permitted by law, the Client agrees to

indemnify and hold harmless the Consultant, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties against Consultant arising from or relating to 1) any unknown site condition or subterranean structures of which Consultant does not have actual knowledge; 2) any errors, omissions or inconsistencies in any data, documents, records or information provided by the Client on which Consultant reasonably relied; 3) any breach of contract, tort, error, omission, wrong, fault or failure to comply with applicable law by the Client or any third party over which Consultant has no control; 4) the Client's unauthorized use of plans, reports, documents and related materials prepared by Consultant in performing its services.

ARTICLE 11: PERMITS AND APPROVALS

CONSULTANT shall assist the CLIENT in applying for those permits and approvals typically required by law for projects similar to the one for which CONSULTANT'S services have been engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services. This assistance does not include payment of permit fees, special studies, special research, attendance at meetings with public authorities, special testing, or special documentation not normally required for this type of project. CONSULTANT will provide such special services as Additional Services, in accordance with CONSULTANT'S prevailing fee schedule, as authorized by the CLIENT.

ARTICLE 12: MEDIATION

In an effort to resolve any conflicts that arise during the project or following completion of the project, the CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation first before arbitration is commenced. Such mediation shall take place within thirty (30) days of such dispute arising. The CLIENT and CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

ARTICLE 13: ARBITRATION

Any controversy or claim relating to or arising out of this Agreement, or any breach thereof, which is not resolved by mediation in accordance with ARTICLE 12, shall be resolved by arbitration in the City of Hartford, CT in accordance with the then current Commercial Rules of the American Arbitration Association. Judgment upon the arbitration award, rendered by the arbitrator(s) may be entered in any Connecticut courts having jurisdiction thereof. The Prevailing party in such arbitration shall be entitled to recovery of all reasonable costs incurred, including staff time, administrative costs, attorneys' fees and other related expenses. Any claim brought pursuant to this paragraph shall be filed no later than one year after the date of substantial completion of the services rendered under this Agreement or the expiration of the applicable statute of limitations, whichever is earlier.

ARTICLE 14: DELAYS

CONSULTANT is not responsible for delays caused by factors beyond CONSULTANT'S reasonable control,

including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove CONSULTANT'S services or work product promptly, or delays caused by faulty performance of the CLIENT or by contractors of any level. When such delays occur, the CLIENT agrees that CONSULTANT is not responsible for damages, nor shall CONSULTANT be deemed to be in default of this Agreement.

ARTICLE 15: RESTORATION

The CLIENT understands that use of testing or other equipment may cause unavoidable damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

ARTICLE 16: CHANGED CONDITIONS

The CLIENT shall rely on CONSULTANT'S judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONSULTANT. Should CONSULTANT call for contract renegotiation, CONSULTANT shall identify the changed conditions necessitating renegotiation and CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

ARTICLE 17: FORCE MAJEURE

Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes or lockouts; civil disturbances; fires; acts of God; viral or other biologic pandemics; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

If any such force majeure condition occurs and continues for a period of more than seven (7) consecutive days, then the party experiencing such condition shall deliver immediate written notice to the other party which may then elect to: (1) terminate the affected service requested or any party thereof; or (2) suspend the affected service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Until written notice is delivered of the force majeure conditions, the other party shall be deemed to have elected option 2

ARTICLE 18: CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees, subconsultants and subcontractors, if appropriate, any data and information not previously known to and generated by CONSULTANT or furnished to CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public

domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with any order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 19: LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to the CLIENT or anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CONSULTANT or CONSULTANT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CONSULTANT under this Agreement.

CONSULTANT'S goal is to provide you with the answers to your questions regarding what lies below the surface. CONSULTANT employs state of the art electromagnetic signal tracing and radar imaging technologies. However, CLIENT acknowledges that no method of locating underground structures or utilities can ever guarantee 100% accuracy or completeness. CLIENT further acknowledges that, in certain circumstances, CONSULTANT'S results will be based, in part, upon the quality of the data provided by CLIENT, and that the decision to proceed with drilling, excavation or any destructive methods is left entirely up to the CLIENT.

CONSULTANT will not accept liability for inaccurate data provided by CLIENT and CLIENT agrees to release and indemnify CONSULTANT and its agents and representatives from all losses and damages asserted by CLIENT or third parties which arise from the negligence, carelessness or other misconduct by CLIENT in providing data or in CLIENT'S interpretation of data.

It is the CLIENT'S responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clean and free of obstructions. Delays caused by CLIENT'S failure to do so shall not be the responsibility of CONSULTANT and may result in an increased price.

ARTICLE 20: STATUTE OF LIMITATIONS

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder must be brought within twelve (12) months from the date of substantial completion of the Scope of Services, unless CONSULTANT'S services shall be terminated earlier, in which case the date of termination of this Agreement shall be used as the accrual date.

ARTICLE 21: EXCLUDED SERVICES

Other services available from CONSULTANT and applicable to the project have been made known and explained to the CLIENT. Where CONSULTANT has deemed a service needed or advisable, CONSULTANT had made this opinion known to the CLIENT and the CLIENT

has confirmed his or her opinion that such services are not requested of CONSULTANT and/or that the CLIENT has made or shall make arrangements to obtain those services from a source other than CONSULTANT.

The CLIENT hereby agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S failure to perform a service referenced above and excluded at the CLIENT'S direction.

ARTICLE 22: INFORMATION PROVIDED BY OTHERS

CONSULTANT shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to CONSULTANT such information as is available to the CLIENT and the CLIENT'S consultants and contractors, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for CONSULTANT to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and its subconsultants harmless from any claim, liability, or cost including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to CONSULTANT.

ARTICLE 23: RIGHT TO RETAIN CONSULTANTS

CONSULTANT may retain the services of subconsultants when, in CONSULTANT'S sole opinion, it is appropriate and/or customary to do so. CONSULTANT'S use of other consultants shall not be unreasonably restricted by the CLIENT provided that CONSULTANT notifies the CLIENT in advance.

ARTICLE 24: CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT'S signing any such certification.

ARTICLE 25: CORPORATE PROTECTION

It is intended by the parties of this Agreement that CONSULTANT'S services in connection with the project shall not subject CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CONSULTANT, a Connecticut corporation, and not against any of CONSULTANT'S employees, officers, or directors.

ARTICLE 26: WASTE DISPOSAL

It shall be the responsibility of the CLIENT to make arrangements for the transportation and disposal of any and

all hazardous and/or contaminated wastes generated as a result of the work required under this Agreement. Samples obtained for laboratory analysis will be returned to the CLIENT for disposal upon completion of analytical testing. In addition, it will be the responsibility of the CLIENT to sign any hazardous waste manifests required for the proper transportation and disposal of these wastes.

ARTICLE 27: BURIED UTILITIES AND OTHER SUBSURFACE FEATURES

CONSULTANT will make reasonable efforts to obtain information from "Call Before You Dig" and local authorities concerning subsurface features at the project site. The CLIENT will furnish any and all available information to CONSULTANT concerning any buried utilities or subsurface features. Prior to the commencement of the project, CONSULTANT will obtain the CLIENT'S approval for all proposed subsurface penetration locations. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any damage, liability, or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury, or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the CLIENT or from inaccuracy of information provided to CONSULTANT by the CLIENT, except for damages caused by the sole negligence of CONSULTANT in his or her use of CLIENT furnished information.

ARTICLE 28: PUBLIC RESPONSIBILITY

The CLIENT recognizes that both the CLIENT and CONSULTANT owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations, and ordinances, principally to protect public health and safety. CONSULTANT will do his or her best to alert the CLIENT to any matter that requires the CLIENT'S immediate action to protect public health and safety or conform to applicable codes, standards, regulations, or ordinances. Should the CLIENT decide to disregard CONSULTANT'S recommendations in these respects, the CLIENT agrees that CONSULTANT has the right to employ his or her best judgment in deciding whether or not to notify public health officials or take other appropriate action. The CLIENT agrees that CONSULTANT shall not be held liable in any respect for reporting or failing to report said conditions. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S notifying, or failure to notify, public officials.

ARTICLE 29: REUSE AND OWNERSHIP OF DOCUMENTS

Reports, recommendations, designs, analyses and all other materials resulting from CONSULTANT'S efforts are intended solely for the purpose of the AGREEMENT; any reuse by CLIENT or others for purposes outside of this Agreement or any failure to follow CONSULTANT'S recommendations, without CONSULTANT'S written permission, shall be at the user's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S subconsultants and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out or

resulting therefrom. All reports, field notes, calculations, estimates, specifications and other documents of whatever kind which are prepared, as instruments of service, shall remain CONSULTANT'S property and CONSULTANT shall retain the intellectual property rights to such material.

ARTICLE 30: TERMINATION

This Agreement may be terminated by either party by ten (10) days' written notice to the other party without cause; by mutual written agreement of the parties; or by either party on one days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CLIENT shall within thirty (30) days pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

Notice of termination shall be given by the terminating party by hand delivery or by mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be computed from the date of receipt of notice.

ARTICLE 31: SUCCESSORS AND ASSIGNS

The CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

CONSULTANT shall not assign, or transfer any rights or obligations under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the prior written consent of the CLIENT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and CONSULTANT.

ARTICLE 32: EXTENT OF AGREEMENT

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, or purchase order terms and conditions for this Project.

No change, alteration or modification of this Agreement shall be binding upon either party hereto, unless the same is in writing and is signed by a duly authorized officer or representative of such party.

ARTICLE 33: NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the Proposal Letter (as may be modified from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

ARTICLE 34: SEVERABILITY AND SURVIVAL

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

ARTICLE 35: INSURABILITY

CLIENT and CONSULTANT agree it is essential that CONSULTANT'S applicable insurance coverage apply to the project involved, for protection of CLIENT, CONSULTANT, and any appropriate third parties that may be involved. Accordingly, CONSULTANT shall have this Agreement reviewed for insurability. Any element of this Agreement which is not insurable or whose insurability is questionable shall be considered null and void, and CLIENT and CONSULTANT shall work together in good faith to replace any such element with another of similar intent, whose insurability is not in question. Should CLIENT require any special coverage, policy, amendment, or rider in order to attain insurability or for any other purpose, CLIENT shall pay the additional cost, if any, thereof.

ARTICLE 36: GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Connecticut.



CT DAS 18PSX0153

Hourly Rate Schedule

Rates are effective through February 28, 2025

Category	Rate
Principal/Officer	\$202.00
Licensed Environmental Professional	\$208.00
Technical Expert (Hydrogeology)	\$180.00
Senior Project Manager	\$175.00
Project Manager	\$159.00
Construction Superintendent	\$145.00
Industrial Hygienist	\$142.00
Project Professional Engineer	\$140.00
Senior Professional Engineer	\$130.00
Senior Project Scientist	\$142.00
Licensed Surveyor	\$125.00
Project Engineer	\$118.00
Project Geologist/Hydrologist	\$121.00
Senior Engineer	\$110.00
Senior Geologist/Hydrologist	\$110.00
Hydrologist/Scientist	\$106.00
Lab/Data Validation Manager	\$110.00
Cartographer/GIS Specialist	\$110.00
Skilled Operators*	\$92.31
Engineer I	\$92.00
Draftsperson	\$90.00
Project Chemist	\$88.00
Hydrologist I/Scientist I	\$85.00
Senior Technician*	\$83.00
Driller*	\$75.00
Skilled Laborers*	\$72.20
Field Technician*	\$68.00
Driller Assistant*	\$60.00
Clerical*	\$60.00

NOTES

* Overtime rates may apply for Driller (\$112.50), Driller Assistant (\$90), Senior Technician (\$124.50), Field Technician (\$102), Clerical Staff (\$90), Skilled Operators (\$138.46), and Skilled Laborers (\$108.30).

** Charges cannot be applied for miscellaneous tools and reusable or disposable protective clothing

Loureiro Engineering Associates, Inc.

100 Northwest Drive • Plainville, CT 06062 • 860.747.6181 • Fax 860.747.8822 • www.Loureiro.com

AN EMPLOYEE-OWNED COMPANY

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 15, 2024

SUBJECT: Removal of #292 Deming Road Mobile Home Units #14 & #16

Summary of Agenda Item:

The Town owns the property which houses mobile homes at no. 292 Deming Rd. There has been discussion and now a potential plan for what to do with the mobile homes once the occupants pass away or abandon the trailers. Some occupants have removed their trailers, but some have become the possession of the Town. Unit no. 16 has been in the Town's possession for a few years and most recently unit no. 14 was also turned over. As a current health and safety liability it is recommended to remove the abandoned trailers in which one is deemed uninhabitable and the other will be placed in the same category. Unit no. 16 was condemned by the LJHA, and demolition quotes were obtained to dispose of the unit with unknown hazardous materials conditions for budgeting purposes. Most recently the estate of unit no. 12 which is now also abandoned contacted a local contractor Earth Contractors of Kensington, CT for a demolition quote. Earth Contractors contacted the Town and was also aware of one or two units that also needed to be removed and offered to provide a demolition estimate as there were some economies of scale in removing multiple units at once. The contractor assumed the liability and did environmental testing of all three units to determine the hazardous materials conditions so the mobile homes could be removed and disposed of properly. Earth Contractors of Kensington, CT has provided a proposal in the amount of \$32,000 to remove both units 14 and 16 which include the environmental testing, remediation, mitigation, removal and disposal for a lower cost than two previous quotes that included disposing of the units as assumed hazardous. A \$3,000 contingency is being requested for any unforeseen items as that is the total budget balance in the account. Funding was allocated in Fiscal Year 25 in the Mobile Home Budget for potential work at the site.

Funding:

001.25.2541.0.53814.00000

Action Needed:

Move to approve a bid waiver and the proposal from Earth Contractors of Kensington, CT also an approved on-call contractor in the amount of \$35,000 which includes a \$3,000 contingency for all associated work required to remove and dispose of mobile home units 16 and 14 at no. 292 Deming Road.

Attachments:

Earth Contractors Proposal
ESI Proposal
Manafort Proposal
Sufficiency of Funds

Prepared By: Douglas Solek, Facilities Director





EARTH CONTRACTORS 445 Southington Road, Kensington, CT 06037 • (860) 828-1677

July 3, 2024

Proposal

Client: Town of Berlin

At: 292 Deming Road
Berlin, Connecticut

Description of Work: Demolition of unit 14 and 16

Specifications:

- All mandated town and state paper work, permits, and reporting
- Environmental survey
- Environmental testing
- Licensed and insured Asbestos remediation
- Complete demolition of mobile home
- Legal and proper disposal of all materials off site
- Rake and seed any disturbed grass
- Town to assist with utility disconnects.
- Price assumes any vegetation debris can be dumped on town's pile
- Price assumes town will waive permit fees
- Price assumes both will be demolished at the same time
- Due to state notification needed, we can start in 2 weeks from approval.

**\$17,000.00 each or
\$32,000.00 for both**

**The client will be held responsible for any additional charges incurred by his/herself, the owner, the builder or the town for any deviation from the above specifications. Further, additional charges will be made for additional fill, extra sand and/or gravel, blasting or removal of rocks or portion thereof, larger than one cubic yard, additional clearing or grading, dewatering as deemed necessary, relocation of any utilities, town-required police for traffic control, and the removal and/or trucking of unsuitable material or fill, this includes loading and/or spreading of material not included in above specifications.*

Authorized

Date: 7/3/24

Signature: _____

Contractor _____



Environmental Services, Inc.

90 Brookfield Street South Windsor, CT 06074-1262 (860) 528-9500 (860) 289-0138 (fax)

www.e-s-i.com

December 4, 2023

Douglas G. Solek
Town of Berlin
11 Town Farm Lane
Berlin, CT 06037
P 860.828.7029 F 860.828.7028 | E dsolek@town.berlin.ct.us

RE: Manufactured Home Demolition
292 Deming Rd, Unit 16
Berlin, CT
Quote #: 2023-565R

Mr. Solek:

Environmental Services, Inc. (ESI) is pleased to submit the following proposal for the demolition and disposal of a 984 sf manufactured home and 94 sf shed located at the above referenced property. We understand that the structure is vacant, has been deemed unsafe for occupancy by the Town of Berlin and the home's contents, furniture, appliances etc. remain.

We understand that utilities have been disconnected from the home by the Town of Berlin. The scope of work will include filing an Alternate Work Practice with the CT Department of Health to demolish the structure as "asbestos-containing". Work will be completed under the observation of a License Asbestos Project Monitor. Building materials and household contents may be segregated during demolition. Suspect asbestos-containing materials will be loaded to lined roll-off containers for disposal. Crews will also remove and / or segregate all regulated or hazardous debris or household chemicals for disposal.

Scope

- File Alternate Work Practice and Abatement Notification with the CT Department of Health, and Demolition Notification with the EPA.
- Obtain local permits as required. Costs assumed local permit fees will be waived.
- Provide licensed contractor to remove refrigerant from the air conditioning unit.
- Mobilize equipment, water supply, decontamination facility and asbestos trained workers to site.
- Demolish structure per AWP requirements.
- Demolish and remove outbuilding / shed and remove debris.
- Containerize and remove hazardous or regulated waste.
- Segregate asbestos vs non-asbestos materials.
- Load asbestos waste to double lined containers.
- Segregate and containerize any regulated or hazardous materials and appliances.
- Provide third party Project Monitor to monitor and document the demolition required by the AWP.
- Load Debris to double lined roll-off container for disposal.
- Transport regulated or hazardous materials or universal wastes to permitted facilities for disposal.
- Transport demolition and asbestos debris to a permitted disposal facility.
- Finish grade area with topsoil and finish with grass seed and mulch hay.



Emergency Oil and Chemical Spill Response Throughout Southern New England



Estimated Cost

Permitting, AWP and Asbestos Notification	\$ 450.00
Labor and Equipment	\$ 9,000.00
Roll-Off Delivery (estimate 5 @ \$300.00)	\$ 1,500.00
Roll-Off Liners / Covers (estimate 5 @ \$90.00)	\$ 450.00
Asbestos Waste Disposal (est. 18 tons @ \$235.00)	\$ 4,230.00
Demolition Waste Disposal (estimate 18 Tons @ \$130.00)	\$ 2,340.00
Waste Transportation est 5 loads @ \$475.00	\$ 2,275.00
HVAC / Appliances / Hazardous / Regulated Waste Disposal	\$ 1,000.00
Site Restoration, Topsoil, Grass Seed	\$ 1,500.00
Project Monitor (estimate 2 days @ \$900.00)	\$ 1,800.00

Estimated Total \$24,545.00

ASSUMPTIONS AND EXCLUSIONS

1. A signed Quote or Purchase Order must be received prior to the commencement of the project.
2. This estimate is good for 30 days.
3. State and Federal Taxes, if applicable will be invoiced.
4. Credit approval and satisfactory payment arrangements must be made prior to commencement of the project.
5. The client is to provide free and clear access to the work area.
6. The client is to provide signature on shipping documents or sign an ESI Certificate of Authority to Act as Agent form in advance of the shipment.
7. Hourly rate is for straight time, 7:00 AM to 3:30 PM; hours before or after will be charged at an overtime rate.
8. Pricing is based on this job **NOT requiring Prevailing Wages** be paid to workers.
9. Payment is due "Upon Receipt" of invoice.
10. ESI accepts most major credit cards.

STANDARD TERMS AND CONDITIONS

1. Environmental Services, Inc. (ESI) shall provide all labor, materials, tools, equipment, and subcontract items necessary to perform the Services described in the Scope of Work. ESI represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.
2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to ESI. Customer represents and warrants to ESI that Customer has the requisite legal right, title and interested necessary to provide access to the job site.
3. ESI shall maintain the following insurance coverage during the performance of the Services:

COVERAGE

LIMITS

Worker's Compensation	\$1 million
Auto Liability	\$1 million per occurrence
General Liability	\$1 million per occurrence
	\$2 million aggregate
Umbrella Liability	\$5 million per occurrence
	\$5 million aggregate

4. ESI's standard terms of payment to approved accounts are net thirty (30) days from the date of the invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed

*Environmental Services, Inc. is an equal opportunity employer.
committed to workplace diversity.*



by law, after fifteen (15) days. If legal or other action is required to collect unpaid balances or invoices, the Customer agrees to pay all costs of collection, including reasonable attorney's fees, which may be incurred by ESI. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage.

Customer agrees to pay ESI in accordance with ESI's published Rate Schedule ("Rates") for any litigation support or testimony provided by ESI in connection with or arising out of the work performed by ESI hereunder.

5. If work is suspended or terminated for any reason prior to the completion of the Scope of Work, the Customer agrees to pay for labor, equipment, materials, disposal, and other costs incurred by ESI at the Rates and for reasonable demobilization costs.
6. Customer agrees that ESI shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for incidental, consequential, or special damages, including loss of use or lost profits, resulting from, or arising out of the performance of the Scope of Work by ESI, its employees, agents or/ or subcontractors.
7. The terms and conditions of this Agreement and Scope of Work and any ESI change orders or ESI worksheets, signed by both parties constitute the entire agreement between the parties. Additionally, conflicting, or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by ESI. If any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.
8. Customer's representative or agent represents or warrants to ESI that it is duly authorized to execute this Agreement on Customer's behalf.

Please forward an executed original to me via mail or a copy via e-mail koneil@e-s-i.com. Both parties acknowledge that an executed copy will serve as an original if submitted through e-mail.

CUSTOMER'S AUTHORIZATION

_____/ /
 Signature Date

 Printed Name

We would like to take this opportunity to thank you for asking ESI to provide this quote. ESI is a dependable, cost-effective, and environmentally responsible company, and has all appropriate licenses and permits for this work. ESI field personnel have received OSHA 40-hour training, 24-hour HazMat training and annual 8-hour refreshers. All work will be performed in strict accordance with Federal, State, Local and ESI standards.

Should you have any questions, or require additional information, please feel free to contact me at (860) 528-9500.

Sincerely,

Kelly O'Neil

Kelly J. O'Neil
 Sr. Project Manager



414 New Britain Avenue, P.O. Box 99, Plainville, CT 06062
P: 860.229.4853 F: 860.747.4861 W: Manafort.com

PROPOSAL

To: Town of Berlin
Address: 11 Town Farm Lane
Berlin, CT 06037

Attn: **Doug Solek**
Phone: 860-828-7029
Email: dsolek@berlinct.gov

Re: 292 Deming Rd, Berlin Unit 16

Date: 12/6/2023

Manafort Brothers Incorporated (MBI) is pleased to provide a price proposal for the Scope of work identified below for the 292 Deming Rd, Berlin Unit 16 demolition project located in Bedford, MA. The scope of work covered under this proposal is outlined below.

Bid Documents: NA

Scope of Work Narrative: MBI to provide demolition of structures down to grade.

Inclusions:

1. Full time supervision
2. Union Labor
3. Structure Demolition
4. Disposal of debris is friable asbestos
5. MBI assumes condemnation of structure to allow for filing of AWP
6. Removal of FFE

Exclusions:

1. Backfilling
2. Cut, cap, and make safe utilities
3. Permit fees
4. Hazardous materials survey
5. Payment and Performance bond
6. Police officers Municipal/State
7. Sales taxes applicable to labor, material and equipment.
8. Temporary utilities (power, water, sewer/septic, etc.)
9. Temp Fence
10. M/E/P/Fp disconnect from adjacent structures or re-routing
11. Air monitoring services
12. Fire watch services
13. Water management including, but not limited to; pumping, discharging, collection and/or disposal
14. Site restoration
15. Site security
16. Sweeping
17. Patching and/or repair work
18. Street and sidewalk closure permits

MBI's lump sum price to complete the referenced work as outlined above is **TWENTY SEVEN THOUSAND TWO HUNDRED DOLLARS (\$27,200.00)**.



414 New Britain Avenue, P.O. Box 99, Plainville, CT 06062
P: 860.229.4853 F: 860.747.4861 W: Manafort.com

PROPOSAL

MBI has not had an opportunity to inspect the interior of the structure, evaluate structural members, or record actual dimensions on site. MBI has made assumptions regarding the scope of work to provide pricing. Provided pricing assumes approval of AWP to demolish the structure and dispose of as friable ACM. MBI has assumed that the city will provide a letter of structural condemnation for all structures on site. MBI has not included conventional asbestos or PCB abatement in this proposal

We are looking forward to discussing this project with you in the near future. Should you have any questions, please do not hesitate to contact me at (860) 793-6415.

Respectfully Submitted,

Manafort Brothers Incorporated

Jason Van Czak
Senior Estimator
(M) 860-982-2467

Terms:

This proposal may be withdrawn by MBI if not accepted within 30 days but may be accepted at a later date at the sole option of MBI.

By accepting our proposal you agree to all the above terms.



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE	16-Jul-24
------	-----------

Purchase Item or Contract:		Requested by:	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Removal of Mobile Home Units #14 & #16	\$32,000.00	\$32,000.00
1.00	Contingency	\$3,000.00	\$3,000.00
			-
			-
			-
			-
Account No. 001.25.2541.0.53814.00000			TOTAL \$35,000.00

Budgeted Amount.....	\$35,000.00	Available balance.....	\$35,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$35,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? Yes No

If so, has a budget change been prepared? Yes No

I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:

Diane C. Conway

 Finance Director or Assist. Finance Director

I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

 Finance Director or Assist. Finance Director

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 16, 2024

SUBJECT: Purchase Order Approvals for Sole Source Contractor Automated Building Systems

Summary of Agenda Item:

The Town of Berlin has had energy management systems within the Town and School buildings for over 30 years. The specified and current operating system is Alerton Building Automation, and the sole source provider in New England is Automated Building Systems (ABS), of Glastonbury Connecticut. The Town has greatly benefited from the building management systems in terms of financial and operational efficiencies while maintaining a strong working relationship with this provider to ensure the highest level of service. The annual service agreements and any work outside of the agreements for Department 38 Public Buildings, and Department 61 School Expenses, exceed the current purchasing guidelines. We are requesting to waive the bidding process and authorize purchase order approvals up to \$50,000 cumulatively without exceeding the approved amount within the department no. 61 contractual services account and approval up to \$50,000 cumulatively without exceeding the approved amount within the department no. 38 contractual services account during fiscal year 2025.

Funding:

001.35.3561.0.53814.00000

001.20.2038.0.53814.00000

Action Needed:

Move to utilize sole source contractor Automated Building Systems of Glastonbury, CT and increase purchase orders as needed up to \$50,000 in Department 61 School Expenses, contractual services, and up to \$50,000 as needed in Department 38 Public Buildings contractual services for fiscal year 2025 without exceeding any account balances as this is in the best interest of the Town.

Attachments:

None

Prepared By:

Douglas Solek, Director of Facilities

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 16, 2024

SUBJECT: Department 38 and 61 Contractual Services Purchase Order Approvals

Summary of Agenda Item:

During fiscal year 2025, the Facilities Department will utilize several National and State Contract service providers at all Town and School Buildings for various service agreements and repairs outside of service agreements for maintenance and repair of elevators, HVAC equipment, fire, sprinkler and security systems along with any potential IAQ or water mitigation measures should an incident occur. The companies below are current approved vendors and have strong working relationships with the Town. We are requesting approval to increase purchase orders as needed up to \$50,000 for fiscal year 2025 in both Department 38 and Department 61 Contractual Services Accounts without exceeding account balances for the following vendors. Johnson Controls (Fire, Security & HVAC), TRANE US (HVAC), Carrier (HVAC), ENCORE (Fire alarm, sprinkler, fire suppression), KONE (Elevators), Daikin Applied (HVAC), Swan Associates (HVAC), Security 101 (Security), Siemens (Security), BELFOR (IAQ Mitigation).

Funding:

001.20.2038.0.53814.00000

001.35.3561.0.53814.00000

Action Needed:

Move to approve purchase order increases up to \$50,000 as needed during fiscal year 2025 in both department no. 38 and department no. 61 without exceeding account balances for the following National and State Contract Service providers below for associated maintenance, repair and service agreements on HVAC systems, Elevators, Fire and Security systems and IAQ mitigation measures at all Town and School Buildings. Johnson Controls, TRANE US, Carrier, ENCORE, KONE, Daikin Applied, Swan Associates, Security 101, Siemens and BELFOR.

Attachments:

None

Prepared By:

Douglas Solek, Director of Facilities

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 7, 2024

SUBJECT: Approve the purchase of tires for the Town of Berlin fleet from various vendors utilizing government pricing from Goodyear and Bridgestone, Michelin and Cooper.

Summary of Agenda Item:

Over the course of the fiscal year 2024/2025, the Fleet Garage is anticipating spending approximately \$45,000 on tires, wheels and related items. Tire manufacturers set the tire pricing/discounts for government agencies through purchasing agreements that can be statewide or national. The actual distribution of tires is through local vendors. If approved, the Town of Berlin will file the necessary paperwork with the vendors to utilize the government pricing for tires.

Those vendors are:

- Connecticut Tire of Berlin, CT
- Sullivan Tire of South Windsor, CT
- DiPietro Tire of New Britain, CT

The selection of which vendor is used depends on who can supply the tires or service most quickly at the best price. Connecticut Tire stocks mainly light vehicle tires, DiPietro Truck stocks tires and off-road equipment and Sullivan is a master distribution center for Goodyear.

The Fleet Garage also purchases “off brand” tires that are used on applications not requiring “pursuit” rated or matched set tires such as administrative vehicles, light vans and pickup trucks. For those, the fleet mechanics shop around looking for the best fit/price matching the needs. These purchases are also made through various tire vendors; best price and availability is the criteria for these tires.

Funding:

Funding for this expenditure is within the Municipal Garage FY 25 budget, “Tires” Account # 001.20.2035.0.53220.00000, with \$46,550 available

Action Needed:

Move to waive the Town’s purchasing requirements and approve the purchase of tires from Connecticut Tire, Sullivan Tire and DiPietro Tire, utilizing government pricing from the tire manufacturers, in amount not to exceed \$45,000 as this is in the best interest of the Town.

Attachments:

None

Prepared By:

James Simons, Fleet Manager

Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 8, 2024

SUBJECT: Purchase auto parts and supplies from various vendors, some using consortium contracts, for the fiscal year 2024/2025.

Summary of Agenda Item:

Over the course of the fiscal year 2025, the Fleet Garage is anticipating utilizing various vendors for auto parts and supplies for both cars and heavy-duty trucks. The Garage receives a minimum of two price quotes for approximately 80 percent of the purchases and evaluates each for both cost and availability. The Garage will then purchase from the vendor that best suits the Town's operation at that point in time.

Some of these vendors have contracts through purchasing agreements, the State of Connecticut Department of Administrative Services, U.S. Communities, and Sourcewell that will cover these expenditures.

Jim Simons has anticipated the following expenditures for the Fiscal Year 2024/2025:

N.A.P.A. Auto	\$45,000	Sourcewell Contract #032521-GPC
Tasca Ford	\$30,000	State of CT Contract # 19PSX0189
Monaco Ford	\$30,000	No Current Contract
Municipal Truck Parts	\$20,000	No Current Contract

Funding:

Funding is located within the Fleet Garage budget, Account # 001.20.2035.0.53233.00000 Auto Parts. Cumulatively, the expenditures listed above, and other vendors approved for less than \$15,000 should not exceed \$170,000 from our Auto Parts Account.

Action Needed:

Move to approve the purchase of auto parts and supplies using the Sourcewell Contract (032521-GPC) from N.A.P.A. Auto Parts for an amount not to exceed \$45,000.

Move to approve the purchase of auto parts and supplies using the State of Connecticut Department of Administrative Services Contract # 19PSX0189 from Tasca Ford for an amount not to exceed \$30,000.

Move to waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Monaco Ford for an amount not to exceed \$30,000, as this is in the best interest of the town.

Move to waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Municipal Truck Parts for an amount not to exceed \$20,000, as this is in the best interest of the town.

Attachments:

None

Prepared By:

James C. Simons, Fleet Manager

A handwritten signature in blue ink, appearing to read "James C. Simons", is written over the printed name "James C. Simons, Fleet Manager".

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2024

SUBJECT: Waive the Bid Requirements for Emergency Repairs to the Shuttle Meadow Avenue Bridge

SUMMARY:

As you are aware, the Public Works/Engineering Department is responsible for maintaining local roadways, culverts, and bridges within Berlin. After a notification from the City of New Britain's Water Department regarding the parapet wall of the Shuttle Meadow Avenue Bridge (No. 007013), Town Staff found that two brownstone slabs, along with two attached guide rail posts, had become dislodged (likely due to truck contact with the guide rail), and fallen off the bridge into New Britain's water canal. Portions of the remaining bridge parapet were also loose. The Town Highway Department immediately coned the area off to shift traffic from the southern bridge edge. Mike Ahern, Public Works Director and Town Engineer, reached out to Mizzy Construction, Inc. of Plainville CT (Mizzy), as Mizzy successfully worked with the Town on replacing the Burnham Street Bridge. Town Engineering Staff and Mizzy's Engineer worked on an emergency repair plan to stabilize the bridge edge and replace the guide rail posts (and rail) to make this safe. Mizzy provided the attached quote and work plan to provide temporary traffic signals, barricades, signage, demolition and wall stabilization, concrete work, and bituminous paving, all along the southern bridge edge. Mizzy's fee for this work totaled \$49,318.30. Staff requested, and received, an emergency approval/bid waiver from the Town Manager for \$49,318.30, with a contingency of \$9,900 to cover additional traffic signal rental and potential unknowns. The final contract with Mizzy was coordinated with Corporation Counsel. Town Staff are requesting Town Council approval of this bid waiver, which allowed the emergency repairs to be initiated sooner than a public bid process would have allowed, and prevented an extended one-lane restriction on the bridge. The emergency repairs are currently underway by Mizzy, and should be completed within 3 weeks.

FUNDING:

Funding is provided from the Account No. 140.20.2037.0.54000.00509 - Grant Road Improvement.

ACTION NEEDED:

Move to authorize the Town Manager to waive the bidding requirement for emergency repairs to the Shuttle Meadow Avenue Bridge by Mizzy Construction, Inc. of Plainville CT, for an amount not to exceed \$59,218.30, as this is in the best interest of the Town.

ATTACHMENT:

Mizzy Construction, Inc. Proposal (5/13/2024)

PREPARED BY:

Michael S. Ahern, P.E., Public Works Director

MSA



May 13th, 2024

Mizzy Proposal for Shuttle Meadow Avenue Bridge Repair, Berlin, CT
Based on existing conditions and repair proposed to Michael Ahern via email May 7th, 2024

Scope Includes:

1. Mobilization
2. Setup and maintenance of traffic control devices
3. Removal of existing brownstone slabs from stream and top of wall, stockpile
4. Removal of existing guiderail, stockpile
5. Excavation and prep for concrete foundation and slab
6. Furnish and install rebar per plans - #5 Galvanized.
7. Furnish and install concrete per plans – PCC04462
8. Coordination with guardrail contractor
9. Paving from center line to edge of existing pavement
10. Performance and payment bonds

Clarifications:

1. On site soils are suitable to form all sub grades and to backfill footings
2. Proposal subject to review of current material pricing after 30 days
3. Work completed with open shop labor
4. Town of Berlin to dispose/salvage stockpiled materials

Exclusions:

1. Remove and replace unsuitable materials, excavation beyond sub grades
2. Police or flaggers for traffic protection
3. Work by guardrail contractor to be billed to owner
4. Testing by others (if required)

Breakout Pricing:

- **Mobilization/Coordination – \$4,488.30**
- **Maintenance and Protection of Traffic – \$15,700.00**
- **Demolition and Wall Stabilization - \$9,780.00**
- **Concrete Work - \$11,350.00**
- **Bituminous Paving - \$8,000.00**

- **Total Proposal - \$49,318.30**

Additional Pricing

- Monthly rental of temporary traffic lights after the initial month - \$5,850.00/Mo.



PORTABLE TRAFFIC
SIGNAL SYSTEM



SQ3TS[®] System

The most advanced portable
traffic signal, ever.

NEMA TS-5 Type TR1 Portable Traffic Signal System

DESIGNED FOR THE REAL WORLD WORK ZONE

The SQ3TS Trailer-Mounted PTS is the most dynamic and dependable portable traffic signal available today. With an industry-leading 100-mph wind load, and a 25-year design life, the SQ3TS Portable Traffic Signal is the temporary traffic control workhorse that you can rely on year after year. From a simple one-lane bridge repair project, to complete intersection control, the SQ3TS System has you covered, under even the most demanding conditions.

The SQ3TS Portable Traffic Signal exceeds NEMA TS-5 specifications for Type TR1 PTS, and is available with a wide range of add-on components to meet any project requirements.

**"WE COULD NOT
BE HAPPIER
WITH THE
SQ3TS."**

TAD BROOKS
Vice President - LMC
Safety Barricade Corp.

SQ3TS® Portable Traffic Signal

SPECIFICATIONS

Signal Lamp	12" (300 mm) diameter LED
Signal Arm Extension	68 to 109" (173 to 277 cm)
Solar Charge	520W min
Power Source	12V / (16) 6V batteries
Tow Height	89" (226 cm)
Trailer Width	85" (216 cm)
Trailer Weight	3000 lb. (1361 kg)

SQ3TS FEATURES

- Heavy-duty trailer with 25-year design life
- Dual-Processor Malfunction Management System
- Withstands sustained winds of 100 mph, gusts up to 110 mph
- 10-year structural warranty on trailer
- Lifting Ring for easy signal placement
- Hydraulic lift system
- 30 days run time on batteries alone
- Up to 14 phases of traffic per system
- Tandem-tow trailers
- Exceeds NEMA TS-5 requirements for Type TRI PTS
- MUTCD Compliant

AVAILABLE OPTIONS

TILTING SOLAR PANELS | Allows for solar panel adjustment on SQ3TS for maximum sun exposure.

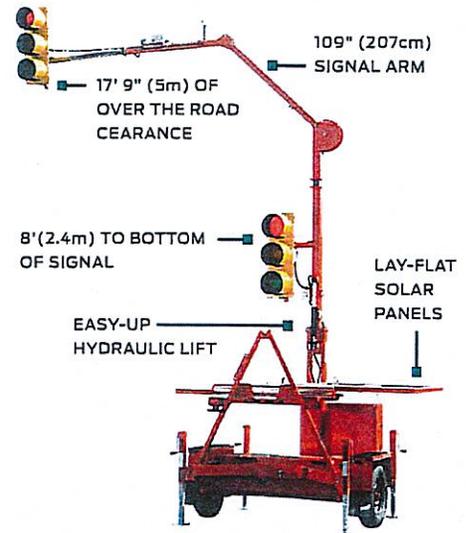
15-FOOT EXTENSION ARM | Longer extension arm for greater horizontal reach on SQ3TS trailer. Ideal for 2-lane applications.

ADVANCED REMOTE MONITORING | Receive text and/or email alert notifications of signal operation and battery voltage levels.

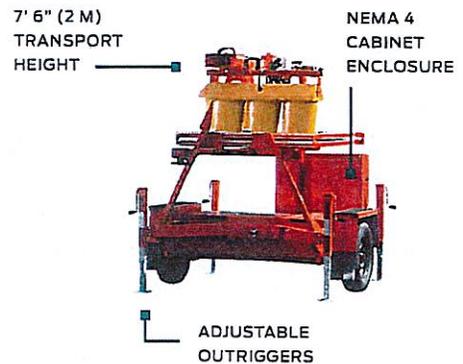
WIRELESS KNOCKDOWN | Allows signal to operate in conjunction with a standard street corner control cabinet.

PRE-EMPTION SYSTEM | Recognizes emergency vehicles and provides earliest safe green indications.

WAIT TIME & FAULT DISPLAY | Informs motorists of wait time before next green indication.



EASY TO DEPLOY
The SQ3TS Portable Traffic Signal is equipped with a one-touch, easy-up hydraulic lifting system to make deployments simple.



DISTRIBUTED BY



HORIZON
SIGNAL

ADVANCING WORKZONE SAFETY

5 Corporate Blvd
Reading, PA 19608

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Birmingham, AL	St. Catharines, ON
Chicago, IL	Waco, TX
Fargo, ND	

Notes for Figure 6P-12—Typical Application 12
Lane Closure on a Two-Lane Road Using Temporary Traffic Control Signals

Standard:

1. Temporary traffic control signals shall be installed and operated in accordance with the provisions of Part 4. Temporary traffic control signals shall meet the physical display and operational requirements of conventional traffic control signals.
2. Temporary traffic control signal timing shall be established by authorized officials. Durations of red clearance intervals shall be adequate to clear the one-lane section of conflicting vehicles.
3. When the temporary traffic control signal is changed to the flashing mode, either manually or automatically, red signal indications shall be flashed to both approaches.
4. Stop lines shall be installed with temporary traffic control signals for long-term closures. Existing conflicting pavement markings and raised pavement marker reflectors between the activity area and each stop line shall be removed. After the temporary traffic control signal is removed, the stop lines and other temporary pavement markings shall be removed and the permanent pavement markings restored.
5. Safeguards shall be incorporated to avoid the possibility of conflicting signal indications at each end of the TTC zone.

Guidance:

6. *Where no-passing lines are not already in place, they should be added.*
7. *Adjustments in the location of the advance warning signs should be made as needed to accommodate the horizontal or vertical alignment of the roadway, recognizing that the distances shown for sign spacings are minimums. Adjustments in the height of the signal heads should be made as needed to conform to the vertical alignment.*

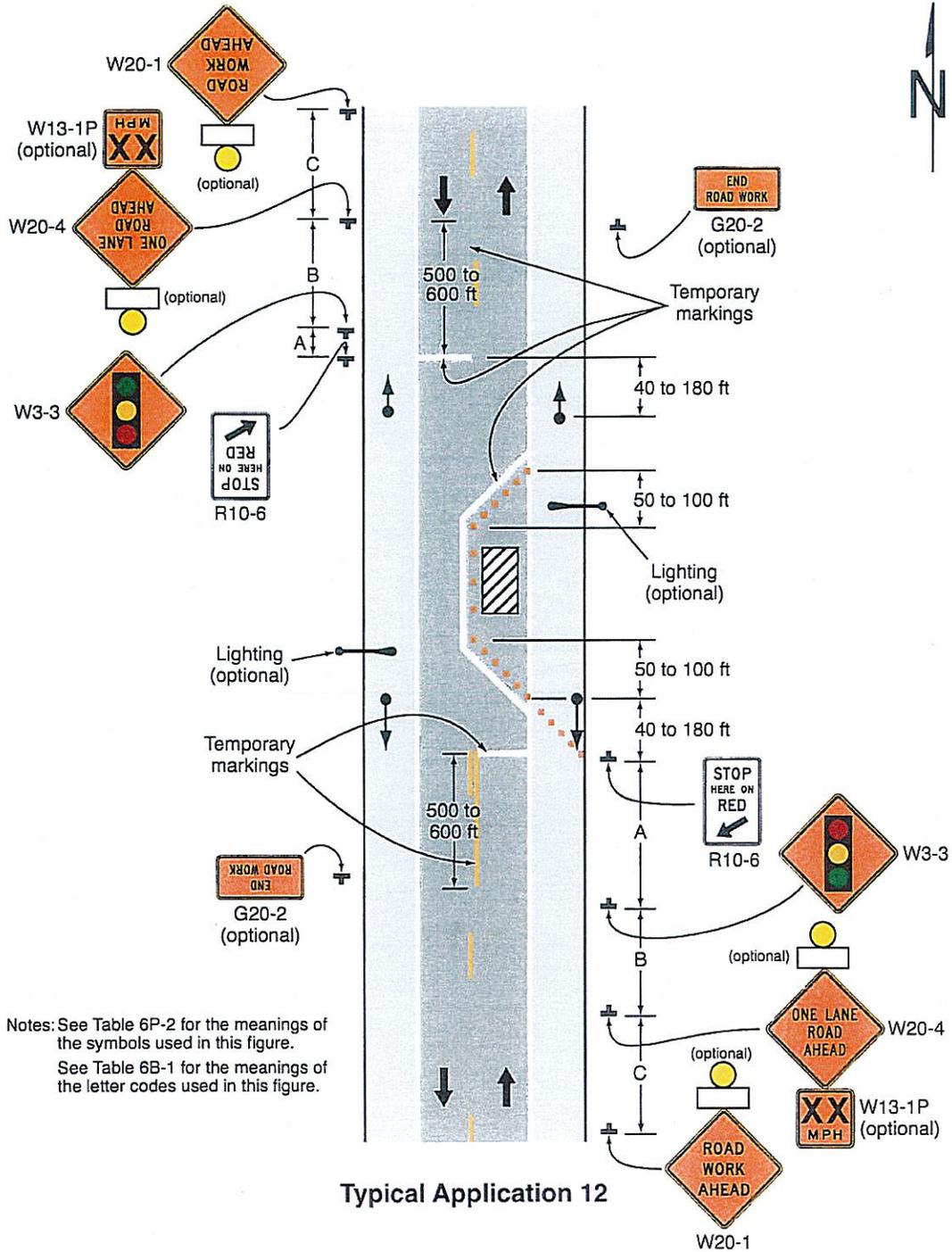
Option:

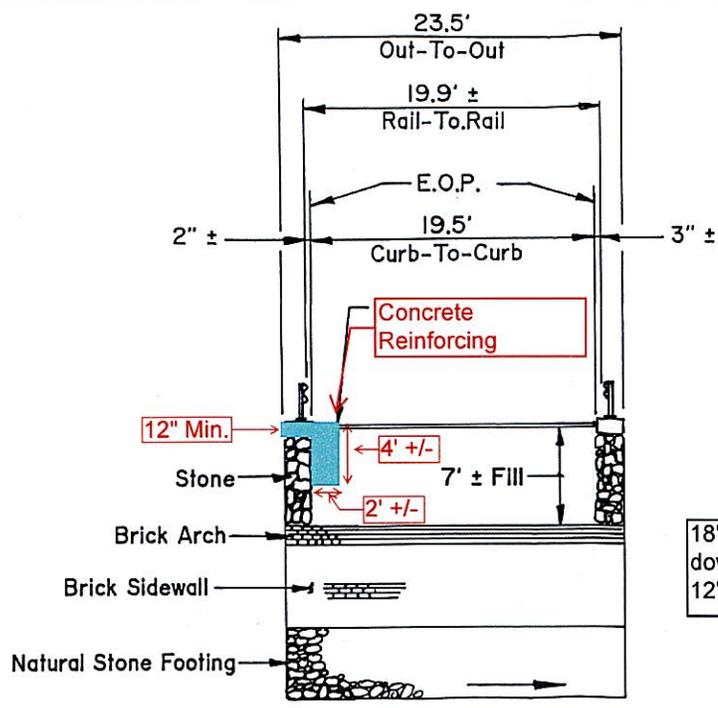
8. Positive protection devices may be used per Section 6M.02.
9. Flashing warning lights shown on the ROAD WORK AHEAD and the ONE LANE ROAD AHEAD signs may be used.
10. Removable pavement markings may be used.

Support:

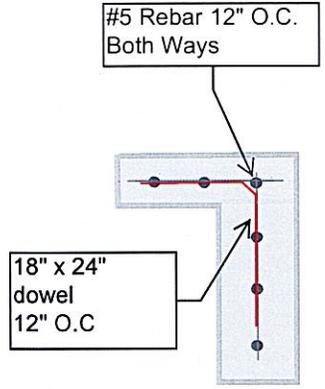
11. Temporary traffic control signals are preferable to flaggers for long-term projects and other activities that would require flagging at night.
12. The maximum length of activity area for one-way operation under temporary traffic control signal control is determined by the capacity required to handle the peak demand.

Figure 6P-12. Lane Closure on a Two-Lane Road Using Temporary Traffic Control Signals (TA-12)





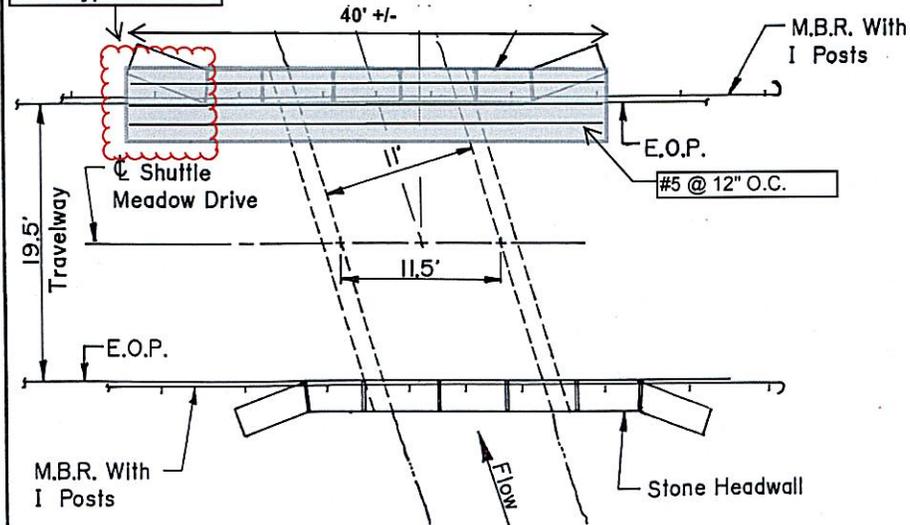
- Notes:
1. Concrete for reinforcing to be PCC04462
 2. Rebar to be #5 galvanized
 3. Bent or cut rebar to have galvanized coating repaired per DOT Form 818



CROSS SECTION
SCALE: 1" = 10' - 0"

Concrete Reinforcing
N.T.S

Concrete foundation
to continue 5' +/- past
end of stone wall.
After end of stone
wall, concrete to
become 4'x4' anchor
block Typ. both ends



PLAN
SCALE: 1" = 10' - 0"

Agenda Item No. 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: July 17, 2024
SUBJECT: All State Construction Contingency Adjustment for the Willard Elementary School HVAC Project

SUMMARY:

The Town Council, at its May 2, 2023 meeting, moved to award the Willard HVAC Construction Contract to All State Construction (ASC) for an amount not to exceed \$4,463,000.00; this included a \$400,000 contingency (9.84%) as recommended by the Public Building Commission (PBC). After a subsequent request by the PBC, the Town Council, at its June 20, 2023 meeting, approved a motion to reduce the not-to-exceed amount by \$50,000.00, to \$4,413,000.00. This reduction recognized that the ASC contract included nine (9) allowances totaling \$221,405; five (5) of these were based on established unit prices, and there is one \$20,000 Construction Manager's allowance to deal with issues not covered under the base bid and other allowances.

Now that the construction project is approximately 80 percent complete, and approximately \$133,000 of Contract Allowances remain, the PBC requests further reducing the contractor's contingency by \$68,140 to use for the Griswold and Hubbard project. More specifically, this modification would allow the PBC to retain Friar Architecture for design services as presented in a subsequent agenda item utilizing ARPA funds in the HVAC Upgrades Account No. 545.35.3561.0.540000.00341 which is where ASC's contingency is located.

FUNDING - NA

ACTION NEEDED:

Move to modify the previously approved and modified not-to-exceed amount of \$4,413,000.00 awarded to All State Construction, Inc. of Farmington, CT) for Contract No. 2023-20 for Unit Ventilator Replacement and HVAC Upgrades on the Emma Hart Willard Elementary School, to an amount not to exceed \$4,344,860.00.

ATTACHMENTS:

None

PREPARED BY:

Michael S. Ahern, P.E., Public Works Director

MSA

Agenda Item No. 13
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: July 17, 2024

SUBJECT: Consulting Engineering Services - Mechanical Engineering Design Services Approvals – Griswold and Hubbard Elementary School HVAC Projects

SUMMARY:

The Town Council referred the Elementary Schools HVAC project (for the Griswold, Hubbard, and Willard schools) to the Public Building Commission (PBC) to “further pursue the projects at all three schools to establish a project cost to fund in future budgets along with project design, bidding, construction, and commissioning”. The Town Council subsequently approved appropriations at its April 20, 2021 meeting for HVAC design updates by Consulting Engineering Services, Inc (CES) of Middletown, CT. [CES had prepared mechanical, electrical, and plumbing (MEP) design documents circa 2016 for all three elementary schools, but the projects were not bid out at that time. These design documents needed to be updated to reflect current building codes as well as for specified products and equipment.] CES’ updated drawings were used by the PBC for cost estimates, as well as by the Board of Education in at least two grant applications for HVAC funding for Griswold and Hubbard. Now that the State has awarded grants for both Griswold and Hubbard (at the 50% reimbursement level), the PBC requested and approved CES’ proposals for the Griswold and Hubbard HVAC projects to update their MEP design drawings and specifications in accordance with the state grant requirements, and to assist with the bid package and bidding process.

Per the attached CES proposals, the fees for each school are shown below:

• Revisions to Contract Documents	\$14,000.00
• <u>Bid Services</u>	<u>\$ 3,000.00</u>
• Total (each school)	\$17,000.00

CES is currently an on-call consultant with the Town, is the original MEP designer for the Griswold and Hubbard HVAC projects, and has been assisting during the ongoing construction of Willard HVAC project. Based on this history, and CES’ familiarity with the three-school HVAC approach, the PBC is requesting bid waivers and approvals for the contract amounts of \$17,000.00 for each school (Griswold and Hubbard).

FUNDING:

Funding is available in the following accounts, as shown on the attached Sufficiency of Funds certifications:

- Account No. 500.35.3561.0.54000.00365 (Griswold HVAC)
- Account No. 500.35.3561.0.54000.00366 (Hubbard HVAC).

ACTION NEEDED:

Move to approve a bid waiver and proposal from Consulting Engineering Services, Inc of Middletown, CT for Griswold School HVAC engineering design services for an amount not to exceed \$17,000.00, as this is in the best interest of the Town.

Move to approve a bid waiver and proposal from Consulting Engineering Services, Inc of Middletown, CT for Hubbard School HVAC engineering design services for an amount not to exceed \$17,000.00, as this is in the best interest of the Town.

ATTACHMENTS:

CES Proposal for Griswold Elementary School Unit Ventilator Replacements – Document Updates
CES Proposal for Hubbard Elementary School Unit Ventilator Replacements – Document Updates

PREPARED BY:

Michael S. Ahern, P.E., Public Works Director

MSA



July 17, 2024

Michael Ahem
Director of Public Works
Town of Berlin
240 Kensington Road
Berlin, CT 06037

Re: Unit Ventilator Replacement at Griswold Elementary School – Document Updates

Dear Michael,

We are very pleased to have this opportunity to provide to you this proposal for professional engineering services. To complete this work, the following items shall be considered as our “Scope of Services” (hereinafter called the “Project”) and will be provided by our firm.

SCOPE OF ADDITIONAL SERVICES - INCLUDED

1. We will update our Contract Documents which shall illustrate the installation of the following:
 - A. Update to the latest building code requirements
 - B. Update to the latest manufacturers equipment catalog numbers
2. We will provide the following Bid Period and Construction Administration Services:
 - A. Answer questions during the bid period and issue necessary addenda.
 - B. Attend a Pre-bid conference and walk through with the contractors.

SCHEDULE FOR COMPLETION OF ADDITIONAL SCOPE OF SERVICES

It is very important that we meet your schedule, and provide to you the project in a timely manner. We would therefore suggest that a completion schedule of approximately four to six weeks be established to complete our services on the project. The actual completion dates will be established based on the receipt date by this office of your acceptance of this proposal.

FEES FOR ADDITIONAL SCOPE OF SERVICES

To complete the Professional Services required for this “Authorization of Additional Services”, we propose the following lump sum fees:

1. Revisions to the Contract Documents	\$ 14,000.00
2. Bid Services	\$ 3,000.00
Total Lump Sum Fee	\$ 17,000.00

BILLING TERMS FOR SERVICES RENDERED

CES, Inc. shall invoice monthly for all services rendered, as a percentage complete of overall scope, and shall include reimbursable expenses monthly. Invoices shall be generated by the end of each month, and shall be directly mailed to the accounts payable department (or other entity assigned). Invoices are due and payable upon receipt.

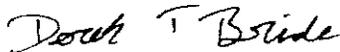
STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER

Finally, we have attached to this Scope of Services our “Standard Form of Agreement Between Client and Engineer” that details specific contractual items. Please review this carefully and acknowledge your acceptance of our “Standard Form of Agreement Between Client and Engineer” by signing the last page of the document and returning one copy to our office. Once we have received the signed copy of the Standard Form of Agreement Between Client and Engineer, we will consider this to be your acceptance of this “Scope of Services” and “The Standard Form of Agreement Between Client and Engineer”. This shall constitute as our notice to proceed on the Project.

Thank-you very much for the opportunity to provide you with this proposal. In the meantime, if we can be of any assistance to you, please feel free to call.

Sincerely yours,

CONSULTING ENGINEERING SERVICES, INCORPORATED



Derek T Bride
Principal

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER (version 2.1c)

Consulting Engineering Services, Inc. (Identified as "CES, Inc." throughout this document) shall perform the services outlined in this agreement for the stated Fee Arrangement.

Access to Site

Unless otherwise stated, CES, Inc. will have access to the site for activities necessary for the performance of the services, CES, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage, unless otherwise agreed upon.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the Scope of Services Fee Arrangement. Reimbursable expenses include: Portal to Portal mileage at the published Internal Revenue Service standard mileage rate for business use, toll charges: travel expenses, car rentals, plane charges and hotel accommodations: FedEx, UPS, etc. mailing charges. Photos for recording project conditions. Printing of contract documents inclusive of drawings and specifications

Billings/ Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and CES, Inc. may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoices. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay cost of collection, including reasonable attorney's fees.

Indemnifications

The Client shall indemnify and hold harmless CES, Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except CES, Inc.) or anyone for whose acts any of them may be liable.

Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If CES, Inc. has reason to believe that such a condition may exist, CES, Inc. shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition, and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) CES, Inc. has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and CES, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, CES, Inc's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$50,000.00, the amount of CES, Inc's fee (whichever is lesser) or other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to CES, Inc's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay CES, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by CES, Inc. under this agreement shall remain the property of CES, Inc. and may not be used by this Client or anyone else for any other endeavor without the written consent of CES, Inc.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of CES, Inc.

CLIENT

CES, INC. PRINCIPAL-IN-CHARGE

DATE

DATE



July 17, 2024

Michael Ahern
Director of Public Works
Town of Berlin
240 Kensington Road
Berlin, CT 06037

Re: Unit Ventilator Replacement at Hubbard Elementary School – Document Updates

Dear Michael,

We are very pleased to have this opportunity to provide to you this proposal for professional engineering services. To complete this work, the following items shall be considered as our “Scope of Services” (hereinafter called the “Project”) and will be provided by our firm.

SCOPE OF ADDITIONAL SERVICES - INCLUDED

1. We will update our Contract Documents which shall illustrate the installation of the following:
 - A. Update to the latest building code requirements
 - B. Update to the latest manufacturers equipment catalog numbers
2. We will provide the following Bid Period and Construction Administration Services:
 - A. Answer questions during the bid period and issue necessary addenda.
 - B. Attend a Pre-bid conference and walk through with the contractors.

SCHEDULE FOR COMPLETION OF ADDITIONAL SCOPE OF SERVICES

It is very important that we meet your schedule, and provide to you the project in a timely manner. We would therefore suggest that a completion schedule of approximately four to six weeks be established to complete our services on the project. The actual completion dates will be established based on the receipt date by this office of your acceptance of this proposal.

FEES FOR ADDITIONAL SCOPE OF SERVICES

To complete the Professional Services required for this “Authorization of Additional Services”, we propose the following lump sum fees:

1. Revisions to the Contract Documents	\$ 14,000.00
2. Bid Services	\$ 3,000.00
Total Lump Sum Fee	\$ 17,000.00

BILLING TERMS FOR SERVICES RENDERED

CES, Inc. shall invoice monthly for all services rendered, as a percentage complete of overall scope, and shall include reimbursable expenses monthly. Invoices shall be generated by the end of each month, and shall be directly mailed to the accounts payable department (or other entity assigned). Invoices are due and payable upon receipt.

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER

Finally, we have attached to this Scope of Services our “Standard Form of Agreement Between Client and Engineer” that details specific contractual items. Please review this carefully and acknowledge your acceptance of our “Standard Form of Agreement Between Client and Engineer” by signing the last page of the document and returning one copy to our office. Once we have received the signed copy of the Standard Form of Agreement Between Client and Engineer, we will consider this to be your acceptance of this “Scope of Services” and “The Standard Form of Agreement Between Client and Engineer”. This shall constitute as our notice to proceed on the Project.

Thank-you very much for the opportunity to provide you with this proposal. In the meantime, if we can be of any assistance to you, please feel free to call.

Sincerely yours,

CONSULTING ENGINEERING SERVICES, INCORPORATED



Derek T Bride
Principal

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER (version 2.1c)

Consulting Engineering Services, Inc. (Identified as "CES, Inc." throughout this document) shall perform the services outlined in this agreement for the stated Fee Arrangement.

Access to Site

Unless otherwise stated, CES, Inc. will have access to the site for activities necessary for the performance of the services, CES, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage, unless otherwise agreed upon.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the Scope of Services Fee Arrangement. Reimbursable expenses include: Portal to Portal mileage at the published Internal Revenue Service standard mileage rate for business use, toll charges: travel expenses, car rentals, plane charges and hotel accommodations: FedEx, UPS, etc. mailing charges. Photos for recording project conditions. Printing of contract documents inclusive of drawings and specifications

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and CES, Inc. may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoices. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay cost of collection, including reasonable attorney's fees.

Indemnifications

The Client shall indemnify and hold harmless CES, Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except CES, Inc.) or anyone for whose acts any of them may be liable.

Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If CES, Inc. has reason to believe that such a condition may exist, CES, Inc. shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition, and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) CES, Inc. has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and CES, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, CES, Inc's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$50,000.00, the amount of CES, Inc's fee (whichever is lesser) or other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to CES, Inc's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay CES, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by CES, Inc. under this agreement shall remain the property of CES, Inc. and may not be used by this Client or anyone else for any other endeavor without the written consent of CES, Inc.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of CES, Inc.

CLIENT

CES, INC. PRINCIPAL-IN-CHARGE

DATE

DATE



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE	17-Jul-24
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Purchase Item or Contract: Schools		Requested by: M. Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	CES consulting work for Griswold	\$17,000.00	\$17,000.00
	(modification to existing PO, so encumbrance is listed as \$0)		
			-
			-
			-
			-
TOTAL			\$17,000.00

Account No. 500.35.3561.0.54000.00365

Budgeted Amount.....	\$17,000.00	Available balance.....	\$17,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$17,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? Yes No

If so, has a budget change been prepared? Yes No

I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:

Finance Director or Assist. Finance Director

I certify that a budget change in the amount of \$ 56,000 must be processed concurrently with this certification to support this commitment.

Finance Director or Assist. Finance Director



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 17-Jul-24

Purchase Item or Contract: Schools		Requested by: M. Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	CES consulting work for Hubbard	\$17,000.00	\$17,000.00
	(modification to existing PO, so encumbrance is listed as \$0)		
			-
			-
			-
			-
TOTAL			\$17,000.00

Account No. 500.35.3561.0.54000.00366

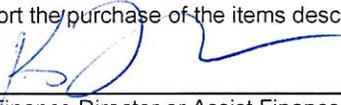
Budgeted Amount.....	\$17,000.00	Available balance.....	\$17,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$17,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? Yes No

If so, has a budget change been prepared? Yes No

I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:



Finance Director or Assist. Finance Director

I certify that a budget change in the amount of \$ 56,000 must be processed concurrently with this certification to support this commitment.

Finance Director or Assist. Finance Director

Agenda Item No. 14
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2024

SUBJECT: Friar Architecture and Civil Engineering Design Services Approvals – Griswold and Hubbard Elementary School HVAC Projects

SUMMARY:

The Town Council referred the Elementary Schools HVAC project (for the Griswold, Hubbard, and Willard schools) to the Public Building Commission (PBC) to “further pursue the projects at all three schools to establish a project cost to fund in future budgets along with project design, bidding, construction, and commissioning”. The Town Council subsequently approved appropriations for the Willard School HVAC design update by Consulting Engineering Services, Inc (CES) of Middletown, CT. The PBC also engaged Friar Architecture Inc. (Friar) out of Farmington, CT to prepare related site work and interior-related design drawings and specifications for the Willard HVAC project to supplement CES’ mechanical, electrical, and plumbing (MEP) design documents, and to assist PBC’s team as-needed during bidding and construction (which is ongoing). Now that the State has awarded grants for both Griswold and Hubbard (at the 50% reimbursement level), the PBC approved Friar’s proposals for the Griswold and Hubbard HVAC projects to prepare related design drawings and specifications, to assist with the upfront portion of the bid package (i.e., invitation to bid, AIA contracts and forms, general and supplementary conditions, special requirements, proposal form, etc.), and to assist during the bidding process.

Per the attached Friar proposals, the fees for each school are shown below:

• Existing Conditions Documentation	\$ 4,160.00
• Construction Documents	\$15,440.00
• Bid Phase	\$ 2,720.00
• Civil Engineering Services	
○ Limited Area Survey	\$ 4,000.00
○ Underground Utility Location	\$ 1,000.00
○ Chiller Pad Design	\$ 1,750.00
• <u>Owner’s Allowance</u>	<u>\$ 5,000.00</u>
• Total (each school)	\$34,070.00

Aside from the Civil Engineering Services, the above are not-to-exceed fees to be billed on a Time and Materials basis. The PBC has been pleased with Friar’s previous and on-going work on the Willard HVAC project, as well as its interactions with the contractor, construction manager, Board of Education Staff, and others on the design and construction teams. Based on this positive track record, and Friar’s familiarity with the three-school HVAC approach, the PBC is requesting bid waivers and approvals for the contract amounts of \$34,070.0 for each school (Griswold and Hubbard). As these fee totals include Owner Allowances, no contingency is requested.

FUNDING:

The PBC, under a previous agenda item at this meeting, is requesting to reduce the Willard School's HVAC Construction Contractor's Contingency by \$68,140.00 in Account No. 545.35.3561.0.54000.00341 – HVAC Upgrades. This will allow sufficient funding to pull purchase orders for Friar to proceed with these design services for Griswold and Hubbard.

ACTION NEEDED:

Move to approve a bid waiver and proposal from Friar Architecture of Farmington, CT for Griswold School HVAC architectural and civil engineering design services for an amount not to exceed \$34,070.00 (which includes a \$5,000.00 Owner's Allowance), as this is in the best interest of the Town.

Move to approve a bid waiver and proposal from Friar Architecture of Farmington, CT for Hubbard School HVAC architectural and civil engineering design services for an amount not to exceed \$34,070.00 (which includes a \$5,000.00 Owner's Allowance), as this is in the best interest of the Town.

ATTACHMENTS:

Friar Proposal for Griswold Elementary School HVAC Renovations (July 8, 2024)
Friar Proposal for Hubbard Elementary School HVAC Renovations (July 8, 2024)

PREPARED BY:

Michael S. Ahern, P.E., Public Works Director





July 8, 2024

Mr. Thomas Reid
Chairman
Public Building Commission
240 Kensington Road – Room 120
Berlin, CT 06037

**Re: Town of Berlin – Mary E. Griswold Elementary HVAC Renovations
Friar Project #: 2024-018A**

Dear Mr. Reid:

Thank you for inviting us to provide a professional services proposal for the Mary E. Griswold Elementary School HVAC renovations project. Friar Architecture looks forward to continuing our relationship with the town of Berlin and is pleased to submit this proposal to provide architectural assistance and support the HVAC design team for this project.

We have assembled a project team that we feel is the best qualified to provide the professional services required. These sub-consultants are committed team members experienced in all areas of facility evaluations. Our proposed sub-consultants include:

- Benesch (Civil Engineering)

SCOPE OF WORK

The following project goals have been defined:

Existing Conditions Documentation

- Friar Architecture is currently in possession of AutoCAD documents of the existing facility. We will conduct one site visit to confirm these documents are suitable for use in creating accurate bid documents. The documents will be updated based on existing conditions as required.

Construction Documents

- We will coordinate with the Engineer of Record (EOR) and Construction Manager (CM) to produce a set of biddable construction documents including interior demolition drawings, reflected ceiling plans for ceiling replacement and interior design details as required to facilitate the installation of proposed MEP systems.
- A limited area survey will be provided within the area of the proposed chiller installation (including underground utility location), limited review of zoning regulations as related to the chiller placement, design of the chiller pad and enclosure, routing of all utilities associated with the new chiller, address restoration of disturbed areas and grading and drainage associated with the new chiller pad and enclosure.
- Book specifications will be provided for all required work.

Bid Phase

- We will assist during the bid phase in answering Contractors Requests for Information (RFI) as related to the construction documents.

Contract Administration

- To be negotiated under a separate contract.

FEE

Based on the aforementioned project scope, we propose the following hourly not to exceed fee (unless noted otherwise below as "Lump Sum") for services in the amount of **thirty-four thousand, seventy dollars (\$34,070)** broken down as follows:

Existing Conditions Documentation	\$	4,160
Construction Documents	\$	15,440
Bid Phase	\$	2,720
Civil Engineering Services (Lump Sum)		
• Limited Area Survey	\$	4,000
• Underground Utility Location	\$	1,000
• Chiller Pad Design	\$	1,750
<u>Allowance (to be used at Owner's discretion)</u>	<u>\$</u>	<u>5,000</u>
 Total Fee:	 \$	 34,070

Scope of Services – Excluded from Fee

It is our understanding that the following services are not required as part of the scope of work for this project and have been excluded from the fee listed above. Any of these items can be included within the scope of work if requested and agreed upon, in writing, by the Owner.

- MEP/FP Engineering
- Acoustical Design
- Cost Estimating
- Land Use Permitting
- Contract Administration Services

Client will be invoiced monthly as a percentage complete for services and reimbursable expenses. Payment will be due 30 days from date of invoice.

Reimbursable expenses are in addition to compensation for Basic, Supplemental and Additional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. Reimbursable expenses shall be billed at 1.1 times the expense incurred and include the following:

- Printing, reproductions, plots and standard form documents. In House prints will be charged based upon the attached schedule of reimbursable expenses.

- Postage, handling and delivery.
- All taxes levied on professional services and on reimbursable expenses.
- Expense of Professional Liability Insurance coverage limits in excess of that normally maintained by the Architect or the Architect's consultants, if required by the Owner, and with the Owner's prior written approval when those excess limits are dedicated exclusively to the project.

ADDITIONAL SERVICES

At the request of the owner, the Architect shall provide additional services not included as part of the deliverable for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified as part of the deliverables, BIM Modeling, development of furnishing, fixtures or equipment, additional meetings beyond those outlined.

If the project is suspended for more than three months or abandoned in whole or in part, Friar Architecture shall be paid for services performed prior to receipt of written notice of this fact, together with reimbursable expenses due and all terminal expenses resulting from such suspension or abandonment. If the project is resumed after being suspended for more than three months, our fee shall be subject to renegotiation.

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

Sincerely,

Accepted:



Bryce Sens, AIA
Associate Principal
Friar Architecture Inc.

Mr. Thomas Reid
Chairman
Public Building Commission



2024 Hourly Billing Rates

Architectural Fees:

Principal	\$ 195.00 / hour
Associate Principal	\$ 170.00 / hour
Associate	\$ 150.00 / hour
Senior Project Manager	\$ 135.00 / hour
Project Architect / Project Manager	\$ 120.00 / hour
Architectural Project Leader	\$ 110.00 / hour
Architectural Designer	\$ 100.00 / hour
Intern	\$ 95.00 / hour
AutoCAD Operator	\$ 95.00 / hour

Interior Design Fees:

Senior Interior Designer	\$135.00 / hour
Interior Design Project Manager	\$120.00 / hour
Designer	\$ 95.00 / hour
Intern	\$ 80.00 / hour

Support Personnel Fees:

Administrative	\$ 85.00 / hour
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Structural Engineering Fees

Principal	\$ 200 / hour
Senior Project Engineer	\$ 170 / hour
Project Engineer	\$ 160 / hour
Senior Engineer	\$ 150/ hour
Engineer	\$ 140 / hour
Sr. Cad Designer/Drafter	\$ 138 / hour
CAD Operator	\$ 110 / hour
Administration	\$ 75 / hour

Note: These rates are subject to change.

2024 Reimbursable Expense Rates

Effective: 1/1/2024

In- House Printing Charges

Large Format

Black & White Prints

- 24"x36" Prints of Drawings \$1.20 / Sheet
- 30"x42" Prints of Drawings \$1.75 / Sheet

Color Prints

- 24 "x 36" Prints of Drawings \$3.00 / Sheet
- 30" x 42" Prints of Drawings \$3.50 / Sheet

Small Format

Black & White

- 8-1/2 x 11 copies (plain paper) \$0.10 / Sheet
- 11 x 17 copies (plain paper) \$0.20 / Sheet
- 8-1/2 x 11 copies (high quality paper) \$0.15 / Sheet
- 11 x 17 copies (high quality paper) \$0.25 / Sheet

Color

- 8-1/2 x 11 copies (plain paper) \$0.30 / Sheet
- 11 x 17 copies (plain paper) \$1.00 / Sheet
- 8-1/2 x 11 copies (high quality paper) \$0.55 / Sheet
- 11 x 17 copies (high quality paper) \$1.25 / Sheet

Scans & Presentation Boards

- Scans (Large Format) cost per sheet \$ 2.50 Each
- Foam presentation boards \$12.00 Each

Travel

- Mileage Not to exceed IRS standard mileage rate.
- Tolls, Meals, Lodging, Transportation Invoiced at cost plus 10% handling charge.

These rates cover in-house charges only. Expenses incurred for items reproduced outside the office shall be charged in the amount of invoices issued plus a 10 percent handling charge.



July 8, 2024

Mr. Thomas Reid
Chairman
Public Building Commission
240 Kensington Road – Room 120
Berlin, CT 06037

**Re: Town of Berlin – Hubbard Elementary HVAC Renovations
Friar Project #: 2024-018B**

Dear Mr. Reid:

Thank you for inviting us to provide a professional services proposal for the Hubbard Elementary School HVAC renovations project. Friar Architecture looks forward to continuing our relationship with the town of Berlin and is pleased to submit this proposal to provide architectural assistance and support the HVAC design team for this project.

We have assembled a project team that we feel is the best qualified to provide the professional services required. These sub-consultants are committed team members experienced in all areas of facility evaluations. Our proposed sub-consultants include:

- Benesch (Civil Engineering)

SCOPE OF WORK

The following project goals have been defined:

Existing Conditions Documentation

- Friar Architecture is currently in possession of AutoCAD documents of the existing facility. We will conduct one site visit to confirm these documents are suitable for use in creating accurate bid documents. The documents will be updated based on existing conditions as required.

Construction Documents

- We will coordinate with the Engineer of Record (EOR) and Construction Manager (CM) to produce a set of biddable construction documents including interior demolition drawings, reflected ceiling plans for ceiling replacement and interior design details as required to facilitate the installation of proposed MEP systems.
- A limited area survey will be provided within the area of the proposed chiller installation (including underground utility location), limited review of zoning regulations as related to the chiller placement, design of the chiller pad and enclosure, routing of all utilities associated with the new chiller, address restoration of disturbed areas and grading and drainage associated with the new chiller pad and enclosure.
- Book specifications will be provided for all required work.

Bid Phase

- We will assist during the bid phase in answering Contractors Requests for Information (RFI) as related to the construction documents.

Contract Administration

- To be negotiated under a separate contract.

FEE

Based on the aforementioned project scope, we propose the following hourly not to exceed fee (unless noted otherwise below as "Lump Sum") for services in the amount of **thirty-four thousand, seventy dollars (\$34,070)** broken down as follows:

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Civil Engineering Services (Lump Sum)		
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 Total Fee:	 \$	 34,070

Scope of Services – Excluded from Fee

It is our understanding that the following services are not required as part of the scope of work for this project and have been excluded from the fee listed above. Any of these items can be included within the scope of work if requested and agreed upon, in writing, by the Owner.

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- Acoustical Design
- Cost Estimating
- Land Use Permitting
- Contract Administration Services

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Friar Architecture Inc.

Mr. Thomas Reid
Chairman
Public Building Commission



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Structural Engineering Fees

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Senior Engineer	\$ 150/ hour
Engineer	\$ 140 / hour
Sr. Cad Designer/Drafter	\$ 138 / hour
CAD Operator	\$ 110 / hour
Administration	\$ 75 / hour

Note: These rates are subject to change.

2024 Reimbursable Expense Rates

Effective: 1/1/2024

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Agenda Item No. 15
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 16, 2024

SUBJECT: Athletic Facility Improvements Ordinance

Summary of Agenda Item:

At the last Town Council meeting (July 9th) an Ordinance entitled: AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2024) AND AUTHORIZING THE ISSUE OF \$2,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE was presented for approval by the Town Council.

Members of the Council had questions concerning the language of the ordinance and the projects which were to be accomplished with this funding. Steve Wood, Superintendent of Parks and Grounds and Jen Ochoa, Director of Community, Recreation and Park Services, will give a presentation on the Berlin High School Track project.

Sol Guerrero, Director of Golf, will discuss the golf course bridges, and bunkers.

Funding:

To be determined

Action Needed:

Discussion concerning the projects at Berlin High School Track and Timberlin Golf Course.

Attachments:

Presentation to be provided on Monday and at the Council Meeting

Prepared By: Steve Woods, Superintendent and Sol Guerrero, Director
Kate Wall, Town Clerk



TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: July 15, 2024
SUBJECT: Percival Heights Senior Housing Tax Abatement Request

Summary of Agenda Item:

The Berlin Housing Authority has requested the Town of Berlin to consider abating the property taxes paid by Percival Heights Senior Housing due to its annual operating deficit.

C.G.S. 8-215 provides that “Any municipality may by ordinance provide for the abatement in part or in whole of real property taxes on any housing solely for low or moderate-income persons or families and may by ordinance classify the property on which such housing is situated as property used for housing solely for low or moderate-income persons or families.”

However, the abatement must be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the DOH; or (3) to provide necessary related facilities or services in such housing.

The Town would have to adopt an Ordinance and then enter into a contract with/ the Housing Authority whereby the terms of such abatement are spelled out, including that dollars equal to the amount of such abatement shall be used for any one or more of the purposes stated above and that such abatement shall terminate at any time when such housing is not solely for low or moderate-income persons or families.

Funding: None

Action Needed: Discussion

Attachments: None

Prepared By: Arosha Jayawickrema

July 15, 2024

Mayor Mark Kaczynski
Town of Berlin
240 Kensington Rd.
Berlin, CT 06037

Dear Mayor Kaczynski:

I write to you today, to submit my resignation from the Board of Directors for the Berlin VNA, effective July 31, 2024. The decision to step down from this position did not come easy.

In September of 2021, I came across a post on Facebook seeking community members to volunteer to join the board of the Berlin VNA. The call for volunteers seemed crucial for our small Berlin community. With almost 25 years of experience working in healthcare for one of the largest aging services organizations in Connecticut, I felt compelled to offer my support. My background was in healthcare risk management, regulatory and compliance focusing on quality, patient safety, and risk mitigation initiatives to improve patient care outcomes and achieve financial goals for the organization.

In February of 2022, I assumed the position of Chair of the VNA following the departure of the previous individual. The VNA was in transition, a search for a new Administrator/Clinical Supervisor, and grappling with long-standing challenges such as low census and financial struggles. Given my background in the healthcare industry, it was evident Berlin's small community agency, with limited support and resources, was facing significant obstacles. In addition to the impending leadership changes within the staff, the Town was in the process of a Charter revision, with proposed changes to the structure of the Berlin VNA. Amidst these developments, a primary hurdle for the Berlin VNA was the lack of understanding of the operations of the VNA from town leaders, including council and board of finance members. The focus and scrutiny were placed on financial losses, which of course is important, however, achieving financial success requires a combination of quality patient care, competent staff, adherence to state and federal regulations, and financial due diligence.

Despite attempts to engage with meaningful dialogue with the Board of Finance, there was a noticeable lack of mutual respect and understanding of the business inclusive of state and federal regulations, the complexities of caring for individuals, the admission process, payer mix and reimbursement of services to name a few. The Town Manager, Arosha Jayawickrema, provided ongoing support to the Administrator of the VNA to find solutions, demonstrating a collaborative approach. **The sole focus was evident, bottom line financial results.** There were dismissive tones and feelings of disrespect shown to the Administrator/Clinical Supervisor of the VNA. Instead of offering support or an eagerness to understand the business, questions were raised about "treating clients out of town", "staff sitting on the bench", insinuating there was a "lot of free time" as well as constant references to prior leadership's empty promises, "we've heard this before". With a constant focus on the budget comments about staffing and empty promises, the perceived lack of appreciation for the work being done by the Administrator led her to resign in February.

After consideration of the above, it became evident it was time for me to step away and shift my focus and time elsewhere.

I would like to express my gratitude for the invaluable services provided by the Berlin VNA to our community. My family experienced firsthand the high-quality compassionate care given to my father by the entire VNA team. **The Berlin VNA's outstanding 5-Star Patient Satisfaction and 4.5-Star Quality Rating from the Centers for Medicare and Medicaid** truly reflect their dedication and commitment to excellence. It is a shame this is overshadowed by finances.

<https://www.medicare.gov/care-compare/details/home-health/077020?city=Berlin&state=CT&zipcode=06037>

Unfortunately, my family is faced with the need for home health services for my father. We will need to search for another agency that can fully meet my father's needs, including skilled nursing, physical, occupational and speech therapy, and home health aide services. Continuity of care is crucial for optimal patient outcomes, and we are hopeful to find an agency that can provide the **level of care, professionalism, compassion, and consistent staffing** the Berlin VNA offered, prior to the budget change effective July 1, 2024.

The Berlin VNA is a hidden gem in our town. The services are invaluable to residents who have been the benefactors of the amazing team of healthcare professionals. Imagine how different the VNA could look if town leaders utilized their voices to promote and support these invaluable services to our community.

Best regards,

Cara H. Staus

Cara H. Staus

cc: Berlin VNA Board of Directors
Aroscha Jayawickrema, Town Manager
Edyta Halas, Interim Administrator/Clinical Supervisor Berlin VNA
Kate Wall, Town Clerk

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2024 JUL 15 PM 12:55

Kate Wall

BERLIN, CT

Join Zoom Meeting

<https://berlingov.zoom.us/j/88054917309?pwd=sM03JyX7ZyQc49zkbJLxJ61MsOL7ss.1>

Meeting ID: 880 5491 7309

Passcode: 721004

+1-312-626-6799

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, July 9, 2024
Town Council Chambers (in person) and
Remote Meeting
7:00 P.M.**

A. CALL TO ORDER:

Mayor Kaczynski called the Town Council meeting to order at 7:01 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were:	Councilor Kate Atkinson Councilor Sandra Coppola Mayor Mark Kaczynski Councilor Charles Paonessa Councilor Mark Pruzin Councilor Peter Rosso Councilor Donna Veach
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Also in attendance:	Town Manager Arosha Jayawickrema Corporation Counsel Lou Dagostine
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D. AUDIENCE OF CITIZENS:

Joe Bajorski, Berlin Housing Authority Chair – Mr. Bajorski stated that the Housing Authority is requesting the Town suspend the property tax payments on the Percival Heights Senior Housing complex located at 31 Colonial Drive for a period of three years to allow the Housing Authority to meet some challenges they are currently having with the property. Taxes on the property are approximately \$19,000 per year.

Mr. Bajorski stated that monthly rents at the complex range from \$289 to \$981 per unit while operating costs per unit are approximately \$700. Twenty-four out of the 30 units pay less than \$650 per month and the Authority is losing a substantial amount of money. The complex originally was State subsidized, but those subsidies no longer exist and this year the Authority is budgeted to lose

about \$20,000 a year and at that rate could be out of money in about three years. They are in the process of obtaining a grant from the State which will allow them to renovate the building which will be about a three-year process which is why they are requesting a three-year tax suspension.

Maria DiMarco of DiMarco Property Management, which manages the property, stated that other towns have abated tax payments and are also applying for grants. Regarding the State subsidies and the Percival Heights complex, the State originally subsidized rents but as residents passed away or moved, the next person to rent the unit was not given that subsidy.

Town Manager Jayawickrema stated that there is a State Statute that allows a town's governing body to abate part or all taxes but that needs to be done through an ordinance and requires a contract with the Housing Authority as there are conditions that need to be met and monitored. Corporation Counsel Donofrio will provide more information at the next Town Council meeting.

E. MAYOR'S UPDATE:

- Mayor Kaczynski stated that he has tentatively scheduled an informal update meeting for Tuesday July 16th at 5:30 pm to meet with local resident Ryan Malloy who had brought forth complaints about odors from the Bright Feeds facility. Councilor Veach, Town Manager Jayawickrema, a Democratic Council member, and representatives of Bright Feeds will also be in attendance. Corporation Counsel Dagostine stated that this would not be considered a meeting as there will not be a quorum present.

Town Manager Jayawickrema stated that Bright Feeds has been receiving parts of the necessary equipment needed to abate the odors and hopes to have the system installed by the end of July.

- Mayor Kaczynski stated that he had read that the Pickle Festival scheduled for this weekend could bring 8,000 to 10,000 visitors to the Berlin Fair Grounds. Police Chief Matthew McNally stated that when the event was originally scheduled his department was told to expect up to 2,000 people. Mayor Kaczynski suggested that Chief McNally reach out to the organization to clarify these figures to determine necessary police staffing.
- The Arts and Culture Ad Hoc Committee has not dispensed any funds yet. Meetings have been held to discuss the use of funds.

F. MEETING AGENDA – Immediately Following the Mayor's Update

G. CONSENT AGENDA:

1. **Topic re: Approve the Economic Development Department in coordination with Berlin-Peck Memorial Library to apply for a Supporting Arts Grant for FY24-25. Upon receipt grant funds are to be deposited into the Special Grant Fund account. - Economic Development/Berlin-Peck Memorial Library**
2. **Topic re: Transfer \$316,000, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover year-end transfers in identified accounts. - Finance**

3. **Topic re: Approve the donation of a round of golf for four and two carts to be used as a raffle prize/silent auction item during the Chris Lagassey 1st Annual Memorial Golf Tournament. Total value of the donation is \$242. – Golf Course**
4. **Topic re: Accept monetary donations totaling \$200 and deposit \$200 into the library agency account to be used to purchase young adult books in memory of Noah Paul Bourdon. Move to accept the donation of dvds with an approximate value of \$15 and books with an approximate value of \$28 to be added to the appropriate department collections. – Berlin-Peck Memorial Library**
5. **Topic re: Approve permission for CCC (Central CT Conference) to charge a fee of \$5 for adults and \$3 for students/seniors for their soccer tournament taking place at Scalise Field on October 26 and October 29, 2024. – Parks and Recreation**
6. **Topic re: Approve waiving estimated field and light fees not to exceed an amount of \$960 for the CCC (Central CT Conference) soccer tournament at Scalise Field, Sage Park on October 26 and October 29, 2024. – Parks and Recreation**
7. **Topic re: Approve waiving the police fees in the approximate amount of \$ 3,150.20, for the police services provided on June 8, 2024 at Berlin High School. The fees for June 9, 2024 will be paid by Dance Steps, LLC in the amount of \$ 2,114.20. - Police**
8. **Topic re: Authorize the Town Manager to enter into a farm use License Agreement with Ryan Matson for the portion of the property across from Berlin High School on Patterson Way, and the property off Orchard Road that is appropriate for farm use. – Town Manager**

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

H. PUBLIC HEARINGS

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, July 9, 2024, at 7:00 p.m. for the purpose of holding a public hearing on the proposed ordinance of the Town, as follows:

Noise Ordinance

“Declaration of purpose. Excessive noise poses a danger to the health, safety, and welfare of persons within the Town of Berlin and a detriment to their quality of life. Therefore, this Chapter is enacted, in accordance with the Connecticut General Statutes, to promote an environment free from noise that jeopardizes the health, safety, welfare, and quality of life of persons within the Town of Berlin through the control, reduction, and prevention of excessive sound and vibration.”

Copies of said proposed ordinance is on file open to public inspection at the Office of the Town Clerk.

Mayor Kaczynski convened the Public Hearing on the Noise Ordinance at 7:34 p.m. and stated the purpose of this public hearing by reading the legal notice into the record.

No public comments were made.

Town Manager Jayawickrema stated that as the governing body the Town Council can decide if they want different hours on weekends or on Sundays and holidays. As it stands now the day is defined as 7:00 am to 9:00 pm, and night is 9:00 p.m. to 7:00 a.m. seven days a week.

The Town Council discussed the hours and agreed on the day hours as 7:00 a.m. to 8:00 p.m. Monday through Saturday, and 8:00 a.m. to 6:00 p.m. Sundays and holidays.

Mayor Kaczynski and Chief of Police Matthew McNally agreed that the ordinance language has been adjusted to state that both the Zoning Enforcement Officer and the Police Department would be trained on the new noise equipment.

Town Manager Jayawickrema stated that there is an exemption for patriotic or public celebrations not lasting more than one calendar day, such as parades, carnivals, and fireworks displays in which necessary permits have been obtained.

Mayor Kaczynski closed the Public Hearing at 7:47 p.m.

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, July 9, 2024, at 7:00 p.m. for the purpose of holding a public hearing on the proposed amendment to the Golf Course Commission ordinance of the Town, as follows:

Golf Course Commission Ordinance

The first amendment is to change election of a Chairperson and a Vice Chairperson in February instead of January, and to change the hiring of a Secretary from the first meeting of its full year to the second meeting of its full year.

The second amendment adds back the requirement to set the projected revenues to meet the current expenses in the budget adopted by the Town Council and for the Golf Commission to present a plan to the Town Council within forty-five days after the end of the fiscal year if the actual revenues fall short of the expenses at the end of the said fiscal year.

Copies of said proposed ordinance is on file open to public inspection at the Office of the Town Clerk.

Mayor Kaczynski called the Public Hearing on the Golf Course Commission Ordinance to order at 7:47 p.m. and stated the purpose of this public hearing by reading the legal notice into the record.

No public comments were made.

Town Manager Jayawickrema stated that these ordinance amendments were shared with the Public Golf Course Commission, and they are on board.

Mayor Kaczynski closed the Public Hearing at 7:48 p.m.

I. NEW BUSINESS:

- 1. Topic re: Move that “AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2024) AND AUTHORIZING THE ISSUE OF \$2,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.” be adopted. Refer the Athletic Facility Improvements Project (2024) to Planning and Zoning for a Section 8-24 of the General Statutes review. Also refer the Athletic Facility Improvements Project (2024) to the Public Building Commission for a review of this project. – Town Clerk**

Town Manager Jayawickrema introduced this item stating that the motion is to adopt the ordinance for Athletic Facility Improvements and to refer the project to the Planning and Zoning Commission for an 8-24 review and the Public Building Commission for a review of the project. No bonds would be issued at this time.

Mayor Kaczynski inquired about \$1 million of the bonding for the high school track being included in the wording of the ordinance as previously discussed. Town Manager Jayawickrema stated that the wording in Section 1 of the ordinance refers to “new or renovated athletic buildings or facilities associated with athletic fields”. Mayor Kaczynski stated that he is very concerned that if the wording does not specifically state that the funding is for the high school track improvements it could then be used for something else.

Town Manager Jayawickrema stated that the language is typically kept as broad as possible so in the event any issues arise during construction the bond authority cannot say that the governing body did not approve them. Mayor Kaczynski stated that he does not like the broad language in an ordinance like this.

Councilor Atkinson suggested contacting Bond Counsel Jessica Kennedy to understand why the bonding ordinance was written as it was before requesting any changes to the wording.

Mayor Kaczynski stated that he does still want the Public Building Commission (PBC) to review the proposed Athletics Facility Improvements Project. Town Clerk Kate Wall stated that if this agenda item is passed by the Town Council and Board of Finance at least there will be an ordinance in place but that is not contingent upon the PBC reviewing the project.

Town Manager Jayawickrema confirmed that no bonds would be issued until expenditures are approved by the Town Council.

Town Clerk Wall stated that the bond ordinance will be brought back to Bond Counsel and will be put on the next Town Council agenda.

NO ACTION TAKEN

- 2. Topic re: Move that “AN ORDINANCE APPROPRIATING \$1,100,000 FOR TOWN ROOF REPLACEMENTS (2024) AND AUTHORIZING THE ISSUE OF \$1,100,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE.” be adopted. Refer the Town Roof Replacements (2024) to Planning and Zoning for a Section 8-24 of the General Statutes review. Also refer the Town Roof Replacements (2024) to the Public Building Commission for a review of this project. – Town Clerk**

Town Manager Jayawickrema stated that this agenda item is for the adoption of an ordinance appropriating \$1,100,000 for the Town Hall and Berlin-Peck Memorial Library roof replacements, as well as referring the roof replacements to the Planning and Zoning Commission for an 8-24 review, and a review of the project by the Public Building Commission.

Councilor Paonessa moved that “AN ORDINANCE APPROPRIATING \$1,100,000 FOR TOWN ROOF REPLACEMENTS (2024) AND AUTHORIZING THE ISSUE OF \$1,100,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE.” be adopted.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to refer the Town Roof Replacements (2024) to Planning and Zoning for a Section 8-24 of the General Statutes review.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to refer the Town Roof Replacements (2024) to the Public Building Commission for a review of this project.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

- 3. Topic re: Accept the amendments to the Golf Course Commission Ordinance as noted in the attachment. – Town Manager**

Town Manager Jayawickrema stated that a Public Hearing was held this evening on the amendments to the Golf Course Commission Ordinance with no public comments. This agenda item is to accept the following amendments:

- The first amendment is to change election of a Chairperson and a Vice Chairperson in February instead of January, and to change the hiring of a Secretary from the first meeting of its full year to the second meeting of its full year.

- The second amendment adds back the requirement to set the projected revenues to meet the current expenses in the budget adopted by the Town Council and for the Golf Commission to present a plan to the Town Council within forty-five days after the end of the fiscal year if the actual revenues fall short of the expenses at the end of the said fiscal year.

Councilor Paonessa moved to accept the amendments to the Golf Course Commission Ordinance as noted in the attachment.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

4. Topic re: Accept the proposed Noise Ordinance. – Town Manager

Town Manager Jayawickrema stated that a Public Hearing was held this evening on a proposed Noise Ordinance. This agenda item is to accept that Noise Ordinance with the recommended changes to the day hours as discussed during the Public Hearing of Monday to Saturday 7:00 a.m. to 8:00 p.m., and Sundays and Holidays 8:00 a.m. to 6:00 p.m.

Councilor Paonessa moved to accept the Noise Ordinance with changes to the hours as noted during the Public Hearing.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

5. Topic re: Rescind the previous motion to approve the waiving of the police fees in the approximate amount of \$34,500.00 for traffic control and direction for the Berlin Fair that will be held September 12-15, 2024, at the Berlin Fairgrounds and approve waiving the police fees in the approximate amount of \$ 41,472.00, for traffic control and direction for the Berlin Fair that will be held September 12-15,2024 at the Berlin Fairgrounds. – Police

Town Manager Jayawickrema stated that this item was previously approved by the Town Council however the amount requested to be waived was incorrectly stated and was actually the amount for Security which is billed directly to the Berlin Lions. The correct amount for the waiver is \$41,472 for the Traffic Direction Fees.

Councilor Paonessa moved to rescind the previous motion to approve the waiving of the police fees in the approximate amount of \$34,500.00 for traffic control and direction for the Berlin Fair that will be held September 12-15, 2024, at the Berlin Fairgrounds.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to approve waiving the police fees in the approximate amount of \$41,472.00, for traffic control and direction for the Berlin Fair that will be held September 12-15, 2024 at the Berlin Fairgrounds.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

6. **Topic re: Authorize the Town Manager to schedule and advertise a Special Town Meeting to be held on Tuesday, July 23, 2024, at 6:45 pm, for the purpose of approving a FY25 non-budgeted appropriation of \$140,000 from the General Fund for a Town-wide Water and Sewer System Study. – Water Control**

Town Manager Jayawickrema stated that the Townwide Water and Sewer System Study was discussed at the last Town Council meeting and funding for the study needed to be determined which has since been done. This agenda item is to schedule a Special Town Meeting to approve a non-budgeted appropriation for that study.

Water Control Manager Ray Jarema thanked all involved for working to get this study funded. He added that the Berlin Water District and the Kensington District have submitted their payments to the Mattabassett District, but Worthington has not.

Councilor Paonessa moved to authorize the Town Manager to schedule and advertise a Special Town Meeting to be held on Tuesday, July 23, 2024, at 6:45 pm, for the purpose of approving a FY25 non-budgeted appropriation of \$140,000 from the General Fund for a Town-wide Water and Sewer System Study.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

7. **Topic re: Approve a bid waiver and proposal from Wiss, Janney, Elstner Associates, Inc of Shelton, CT, for an amount not to exceed \$31,000, which includes a \$1,500 contingency, for upper slab and floor tile and adhesive analysis related to the Berlin High School slab-on-grade moisture project as previously approved by the Public Building Commission, as this is in the best interest of the Town. – Public Building Commission**

Public Works Director Mike Ahern stated that the Public Building Commission (PBC) received this referral from the Town Council. After the renovation project at Berlin High School there has been failure with tiles and adhesive in the older section of the school. The PBC did a lot of looking into the situation and has determined that they need a detailed analysis of the tile, the adhesive, the upper slab, and the specs of the original installation procedures.

Wiss, Janney, Elstner Associates Inc is a specialty consultant which will take samples of the upper part of the slab through the tile adhesive for analysis and will provide a report to the PBC of what they believe is the underlying problem. As this is a specialty consultant a bid waiver is being requested.

Councilor Paonessa moved to approve a bid waiver and proposal from Wiss, Janney, Elstner Associates, Inc of Shelton, CT, for an amount not to exceed \$31,000, which includes a \$1,500 contingency, for upper slab and floor tile and adhesive analysis related to the Berlin High School slab-on-grade moisture project as previously approved by the Public Building Commission, as this is in the best interest of the Town.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

8. **Topic re: Authorize the Town Manager to execute the seventh amendment to Purchase Agreement with Newport Realty Group LLC, such amendment to provide that (1) 20% of the units shall be affordable to households making 80% of area median income (AMI) with deed-restricted for not less than 30 years or (2) 30% of the units shall be affordable with 10% of the units affordable to households making 80% of area median income (AMI) with deed-restrictions for not less than 40 years and 20% affordable to households making 80% to 120% of area median income (AMI) as required by the Build4CT financing Program of the Connecticut Housing Finance Authority and (3) Newport shall pay to the Town the \$40,000 cash match. Also authorize the Town Manager to execute additional change order(s) in an amount not to exceed \$340,759 with B and W Paving for the 55 Steele Boulevard Engineered Control Project, retaining the remaining portion of the previously authorized owner contingency, subject to review and approval of Corporation Counsel. – Economic Development**

Economic Development Coordinator Jim Mahoney stated that the Town Council previously authorized the Town Manager to apply for an additional State of Connecticut Department of Economic and Community Development (DECD) Municipal Brownfields grant for the 55 Steele Boulevard Engineered Control Project and the State has offered the grant of \$360,000.

In this Brownfields Grant funding round, an additional requirement was added that at least 20% of residential units be affordable to households with income at 80% or less of the area median income (AMI). The Town requested a modification to this requirement such that Newport may either, (1) provide 20% of the units affordable to households making 80% of AMI with deed-restricted for not less than 30 years or (2) provide 30% of the units affordable with 10% of the units affordable to households making 80% of AMI with deed-restrictions for not less than 40 years and 20% affordable to households making 80% to 120% of AMI as required by the Build4CT financing Program of the Connecticut Housing Finance Authority.

The Town Council previously approved a seventh amendment to the Town's Purchase Agreement for the property with Newport Realty Group, LLC to address the affordability requirement and now the Agreement will be modified to add that Newport will provide these affordable units based on one of the two affordability options. The Agreement will also be amended to advance the requirement for Newport to pay to the Town a \$40,000 cash match.

Design changes including the construction of geopiers will require a change order with the Environmental Control Contractor, B&W Paving. B&W has submitted a change order proposal in the amount not to exceed \$340,759 for design changes including the construction of geopiers.

Councilor Paonessa moved to authorize the Town Manager to execute the seventh amendment to Purchase Agreement with Newport Realty Group LLC, such amendment to provide that (1) 20% of the units shall be affordable to households making 80% of area median income (AMI) with deed-restricted for not less than 30 years or (2) 30% of the units shall be affordable with 10% of the units affordable to households making 80% of area median income (AMI) with deed-restrictions for not less than 40 years and 20% affordable to households making 80% to 120% of area median income (AMI) as required by the Build4CT financing Program of the Connecticut Housing Finance Authority and (3) Newport shall pay to the Town the \$40,000 cash match.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to authorize the Town Manager to execute additional change order(s) in an amount not to exceed \$340,759 with B and W Paving for the 55 Steele Boulevard Engineered Control Project, retaining the remaining portion of the previously authorized owner contingency, subject to review and approval of Corporation Counsel.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

J. APPOINTMENTS:

1. **Cemetery Committee – Vacancy – Alternate** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
2. **Constables – 4 Vacancies** – Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).
3. **Housing Authority – Vacancy (Resident/Commissioner)** Term would be until March 31, 2029. Can be filled with a D or U.

Councilor Paonessa placed in nomination the name of Lisa Salamon (U) of 31 Colonial Drive #3 for appointment to the Housing Authority (Resident/Commissioner).

Mayor Kaczynski asked if there were any further nominations. There being no further nominations, he declared the nominations closed.

Vote being 7-0 in favor of Lisa Salamon (U) to serve on the Housing Authority. Term ending March 31, 2029.

4. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement would be until January 31, 2026. Can be filled with a D, R or U.

5. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement would be until January 31, 2026. Can be filled with a D, R or U. (Depending on the above appointment).
6. **Mattabassett District – Vacancy** – Replacement term would be until September 1, 2026. Can be filled with a D, R or U.
7. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.
8. **Public Building Commission – Vacancy** – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.
9. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
10. **VNA – Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
11. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
12. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
13. **Water Control Commission – Vacancy** – Term would be until January 31, 2029. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Nicholas Stevens (D) of 148 Hartland Terrace for appointment to the Water Control Commission.

Mayor Kaczynski asked if there were any further nominations. There being no further nominations, he declared the nominations closed.

Vote being 7-0 in favor of Nicholas Stevens (D) to serve on the Water Control Commission. Term ending January 31, 2029.

14. **Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2026. Can be filled with a D, R or U.
15. **Water Control Commission – Alternate – Vacancy** –Term would be until January 31, 2027. Can be filled with a D, R or U (Depending on the above appointment).

K. TOWN MANAGER’S REPORT:

- The City of Middletown has received an application for a 100,000 square foot building in the industrial zone bordering Berlin on Middle Street. Area residents have expressed concerns about additional traffic and noise which have been shared with Middletown's Director of Land Use Marek Kozikowski. Mr. Kozikowski suggested that Berlin Town Planner Maureen Giusti write a letter expressing those concerns, and also have the Berlin Police request that a traffic study be conducted.
- Effective July 1st the Town's Workers Comp and Auto, Property and Liability Insurance will now be provided by Travelers Insurance at a savings of \$22,000 per year compared to the previous provider CIRMA.
- The Town Clerk's office is in need of additional vault space. It was determined that the Assessor's and Revenue Collector's offices, which each use a portion of the Town Clerk's vaults, could give up either all or a part of their portion to the Town Clerk.
- The Public Works Department, working with the Town Attorney, will be handling the clean up of the Elton Road property.
- The Town will be selecting a firm that can do the application process to income qualify residents of the Deming Road mobile home park regarding deed restrictions. The Town Manager will be turning this over to Economic Development Coordinator Jim Mahoney and Social Services Director Jaymee Miller.
- The Town Manager praised Public Grounds Superintendent Steve Wood for his work replacing the fountains at Veteran's Memorial Park.
- At the next Town Council meeting the Town Manager will have a departmental update of accomplishments over the past year.
- The Town Manager's Assistant Christi Sullivan will be setting up appointments with Randi Franke for all Town Council members, Department Heads, the Chief of Police, the Superintendent of Schools, and the Board of Finance Chair. This is to discuss the needs and wants of the new Town Manager.
- The Town Manager provided the Town Council with a "Keep it Civil" flyer which is a good reminder of how to work together in public forums.
- As requested, the Town Manager obtained weekly attendance numbers at Percival pool and provided comparisons to the same weeks last year. First week – 61 last year, 104 this year. Second week - 406 last year, 711 this year. Third week - 461 last year, 668 this year. Fourth week – 727 last year, 588 this year (which contained the 4th of July).

The Town Manager reminded the Council that the feasibility study on the East Berlin pool complex should be done by early fall.

L. SPECIAL COMMITTEE REPORTS:

None

M. COUNCILORS' COMMUNICATION:

Councilor Pruzin thanked Officers Chris Lajoie and Aimee Krzykowski for their presence and professionalism during former Police Chief Bob Peters' wake and funeral service.

Councilor Pruzin inquired about the Senior/Community Center update. Mayor Kaczynski stated that now that the new report has been received, we have the previous report which provided information on other towns' centers, and we have information from the YMCA he would like to have a meeting in August to discuss the options. The Council decided on Tuesday August 6th at 6:00 p.m. for a Special Town Council meeting.

Councilor Pruzin inquired about the status of the Little People's Playground remodel. Public Grounds Superintendent Steve Wood stated that the new equipment has been received and he is looking to start the installation just after Labor Day when kids go back to school and hopefully have the project completed by December 1st.

Councilor Pruzin inquired about the Police Department's bicycle enforcement update. Police Chief Mathew McNally stated that an update will be presented at the next Town Council meeting.

Councilor Atkinson congratulated the Berlin 12U Allstar Softball team for their advancement through the Connecticut Little League Softball championship games and suggested inviting the team to the September 3rd Town Council meeting.

N. ACCEPTANCE OF MINUTES:

Joint Meeting 2024-06-10

Regular Meeting 2024-06-18

Councilor Paonessa moved to accept the Town Council/Board of Finance Joint Meeting minutes of June 10, 2024 as presented.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to accept the Town Council Meeting minutes of June 18, 2024 as presented.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Abstain: Councilor Atkinson, Councilor Veach

Vote being 5-0-2 (MOTION CARRIED)

O. EXECUTIVE SESSION:

1. Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee. – Interim Town Manager

Councilor Paonessa moved to go into Executive Session: Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee. – Interim Town Manager at 9:00 p.m. Invited in: Town Manager Jayawickrema and Corporation Counsel Lou Dagostine.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Executive Session ended at 9:11 p.m.

P. NEW BUSINESS CONTINUED:

9. Topic re: Discussion and possible action concerning the appointment of an Interim Town Manager.

The Town Council discussed appointing Lee Palmer as Interim Town Manager effective July 15, 2024. Mr. Palmer had indicated in his interview with the Council on July 2, 2024, that he will be available three days a week. The Council would like the three days to be Monday, Tuesday, and Thursday.

Councilor Paonessa moved to approve the appointment of Lee Palmer as Interim Town Manager effective July 15, 2024, and authorize the Mayor to work with the Town Manager and Corporation Counsel to work on the employment contract.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Q. ADJOURNMENT:

Councilor Paonessa moved to adjourn at 9:14 p.m.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting