



Board of Finance

Town Hall, 110 Myrtle Avenue
Westport, CT 06880
BOF@westportct.gov

WESTPORTSM

NOTICE AND AGENDA OF BOARD OF FINANCE FORMAL BUDGET PUBLIC HEARING AND PUBLIC MEETING

SPECIAL NOTICE ABOUT PROCEDURES FOR THIS PUBLIC HEARING:

This hearing will be held IN-PERSON IN THE AUDITORIUM OF THE WESTPORT TOWN HALL.
This meeting will be broadcast on Chanel 79 AND/OR live streamed on the Town Website westportct.gov (on the website, select "How Do I" Heading, and select "Watch Town Meetings"). Hearing materials will be available at westportct.gov along with the hearing notice posted on the Meeting List & Calendar page.

NOTICE OF BOARD OF FINANCE FORMAL BUDGET PUBLIC HEARING

The Board of Finance will hold a Formal Budget Public Hearing on **Tuesday, April 3, 2024 at 7:30 p.m. in the Auditorium of the Westport Town Hall** to review the 2024-2025 Budget Request of the Town of Westport. At this meeting interested persons may be heard and written communications received.

1. The Board will consider the 2024-2025 Budget Request of the Town of Westport and take such action on it as the meeting may determine.

NOTICE OF BOARD OF FINANCE PUBLIC MEETING

The Board of Finance will hold a Public Meeting on **Wednesday, April 3, 2024 at 7:30 p.m. in the Auditorium of the Westport Town Hall** for the following purposes:

AGENDA

1. To approve the Board of Finance Minutes of the March 6, 2024 Regular Meeting and the March 18, 2024 Special Budget Meeting and March 19, 2024 Special Budget Hearing.
2. Financial Report from the Finance Director. (Discussion Only)
3. Status Update from the Audit Manager. (Discussion Only)
4. The Board will appoint independent auditors for the fiscal year ending June 30, 2024.
5. The Board will consider any requests for restoration of sums removed from the Budget by the Board at its March 19, 2024, and April 3, 2024, Budget Hearings and take such action on it as the meeting may determine.

The Board will approve the "BOF Recommended Budget for Fiscal Year 2024-2025" as follows:

- a. General Fund
- b. Wakeman Farm
- c. Railroad Parking Fund
- d. Sewer Fund

6. Upon the request of the Director of Public Works, to approve an appropriation of \$440,000 from the Sewer Reserve Fund 32003330-500388 for the Replacement of 2 Maintenance Lifts Located at Pump Station #10 (Greens Farms Rd) and Pump Station #11 (Compo Road South).
7. Upon the request of the Director of Public Works, to approve an appropriation of \$121,000 along with bond and note authorization to the Municipal Improvement Fund 30503310-500389-23018 for the Final Design and Construction Documents for Cross Highway culvert over Deadman Brook.

It is the policy of the Town of Westport that all Town-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in a meeting or event due to a disability as defined under the Americans with Disabilities Act, please contact Westport's ADA Coordinator at 203-341-1043 or at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

SPECIAL NOTICE ABOUT PROCEDURES FOR THIS MEETING:

This meeting will be held **IN-PERSON IN THE AUDITORIUM OF THE WESTPORT TOWN HALL**.
The meeting will also be live streamed on the Town Website westportct.gov (on the website, select "How Do I" Heading, and select "Watch Town Meetings") and shown on Optimum Government Access Channel 79. Meeting materials will be available at westportct.gov along with the meeting notice posted on the Meeting List & Calendar page.

A Public Budget Hearing will be held by the Board of Finance beginning at 7:30 PM on WEDNESDAY, APRIL 3, 2024 (Selectwoman's Budget), to review the 2024-25 Budget requests of the Town of Westport.

The following is a summary of the Budget requests as presented to the Board of Finance.
 (A complete copy of the Budget is on file in the Town Clerk's office and online www.westportct.gov under the Finance Department)

TOWN OF WESTPORT REQUESTED BUDGET FOR THE 2024-25 FISCAL YEAR:

GENERAL FUND:	2022-23 Actual	2023-24 Budget	2024-25 Requested
Revenues			
Current Taxes	199,372,921	203,944,771	TBD
Prior Taxes	1,824,793	2,000,000	2,250,000
Education	1,130,675	1,098,009	1,230,857
Parks & Recreation	6,467,540	6,840,277	7,117,641
Other	12,927,467	13,254,612	15,900,940
Transfers	616,457	451,000	618,486
Total Revenues:	222,339,853	227,588,669	27,117,924
Expenditures			
01 General Government	7,211,870	7,420,041	7,826,203
02 Public Safety	25,418,317	25,958,428	27,022,817
03 Public Works	10,990,601	13,318,508	13,753,324
05 Human Services	1,371,545	1,601,414	1,655,108
08 Parks & Recreation	7,132,776	7,915,747	8,568,398
09 Pension,OPEB,Insurance & Misc.	19,047,602	20,659,480	19,322,830
10 Debt Service	4,339,507	4,443,645	4,791,280
11 Transfers to Other Funds	2,380,923	1,368,165	1,368,165
Special Appropriations	0	0	0
Town Totals:	77,893,141	82,685,428	84,308,124
Board of Education Expenditures			
650 Board of Education	128,060,197	136,750,710	147,300,744
650 BOE Program Expenses	162,029	199,556	242,031
651 BOE Rental/Reimbursements	143,655	0	0
652 Aid to Pvt/Parochial Schools	462,931	561,927	544,783
654 BOE Debt Service	8,116,524	7,219,642	7,327,673
656 Transfer to Capital Nonrecurring Fund	386,006	0	0
Total Education	137,331,341	144,731,835	155,415,231
04 Health	557,756	571,700	594,568
07 Library	5,699,208	5,661,074	5,954,832
907 Earthplace	105,000	105,000	105,000
915 Westport Transit District	343,823	405,388	450,450
Total General Fund Expenditures:	221,930,269	234,160,425	246,828,205
RAILROAD PARKING FUND:			
Revenues			
Parking Permits	1,090,825	1,300,000	1,350,000
Daily Parking	242,136	250,000	300,000
Rent & Miscellaneous	81,401	95,000	180,000
Interest Income	26,367	6,000	35,556
Total Revenues:	1,440,728	1,651,000	1,865,556
Expenditures			
219 Railroad Parking	1,604,403	1,877,895	1,865,556
WAKEMAN FARM FUND:			
Revenues			
Wakeman Farm Revenues	470,070	480,375	533,500
Expenditures			
215 Wakeman Farm	440,602	474,835	524,901
SEWER FUND:			
Revenues			
Assessments	927,049	1,123,000	1,123,000
Use Charges	3,269,124	3,301,000	3,496,000
Carrying Charges	292,246	300,000	300,000
Other	65,363	100,967	80,000
Transfer From Other Funds	368,165	368,165	368,165
Total Revenues:	4,921,947	5,193,132	5,367,165
Expenditures			
03 Sewage Treatment/Collection	2,135,767	2,420,928	2,572,221
09 Miscellaneous	477,669	485,929	491,195
10 Debt Service	2,264,067	2,289,302	2,882,373
Total Expenditures:	4,877,503	5,196,159	5,945,789

Lee Caney, Board of Finance Chair



Board of Finance

Town Hall, 110 Myrtle Avenue
Westport, CT 06880
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WESTPORTSM

DRAFT MINUTES OF BOARD OF FINANCE MEETING

The Board of Finance held a Public Meeting on Wednesday, March 6, 2024 at 7:30 p.m. in the Auditorium of the Westport Town Hall for the following purposes:

Attending: Danielle Dobin; Rich Hightower, Mike Keller, Lee Caney, Liz Heyer, Jeff Hammer (By Phone)

AGENDA

1. To approve the Board of Finance Minutes of the February 7, 2024 Regular Meeting and the February 14, 2024, February 15, 2024 and February 27, 2024 Special Budget Meetings. **Motion to Approve: Dobin; second, Keller. 6-0-0.**

2. Financial Report from the Finance Director. (Discussion Only) **Gary Conrad presented.**

3. Audit Status Update from the Finance Director. (Discussion Only) **Gary Conrad presented.**

Danielle Dobin identified as chair of sub-audit committee. Keller to rejoin sub-audit committee.

4. First Selectwoman Jennifer Tooker will present the Town of Westport Budget for Fiscal Year 2024 - 2025. **Jen Tooker presented.**

5. **[Moved to Item No. 5 from Item No. 9]** Upon the request of the Fire Department Deputy Chief, to approve an appropriation of \$110,000 from the Capital and Non-Recurring Fund Account 31502220-500188 for work to update and merge FD conceptual plans to include PD and EMS in a new concept analysis for a Joint Public Safety Facility. **Motion to Approve: Keller; second, Dobin. 6-0-0.**

6. Board of Education 2nd quarter Fiscal Year 2024 Financial Report from the Chief Financial Officer. (Discussion Only) **Presentation by Elio Longo.**

7. Board of Education Superintendent Thomas Scarice and Board of Education Chair Lee Goldstein will present the Board of Education Operating and Capital Budget for Fiscal Year 2024 - 2025. **Presentation by Lee Goldstein; Tom Scarice; Elio Longo; John Bayers; Michael Rizzo.**

Motion to take up new matter after 10 p.m.: Caney; second, Keller. Vote 5-0-0.

8. The following request for a transfer amount of \$3,000 or less that has been approved by the First Selectwoman:

A request by the Director of Human Resources for a transfer of \$1,000 from Advertising and Printing 10101153-55100 to Office Equipment 10101153-573000 and for a transfer of \$500 from Extra Help 10101153-513001 to Fees and Services 10101153-531000. (Discussion Only)

Gary Conrad presented. No vote.

9. Upon the request of the Parks & Recreation Director, to approve an Appropriation in the amount of \$186,590 to the Capital and Non-Recurring Account 31508810-500463-10140 for the Comprehensive Beach Resiliency Planning Study.

Motion to Approve: Heyer; second, Keller. 5-0-0.

10. Upon the request of the Director of Public Works, to approve an appropriation of \$630,000 from the American Rescue Plan Act (ARPA) Fund 51003310-500189-13012 for design and permitting of the redevelopment of Jesup Green and the Imperial Lot.

Motion to Approve: Caney; second, Hightower. 5-0-0. (Hammer rejoined/abstained).

11. Upon the request of the Director of Public Works, to approve an appropriation of \$1,295,000 along with bond and note authorization to the Asphalt Paving Projects-School Fund 30506650-500344-10114 for parking lot repaving, curbing, and sidewalk improvements at Staples High School.

Motion to Approve: Dobin; second, Keller. 6-0-0.

Motion to Adjourn: Caney; second, Hightower. 6-0-0.

Meeting adjourned at 11:29 p.m.

Meeting minutes respectfully submitted by Vice-Chair Mike Keller.



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WESTPORTSM

DRAFT MINUTES OF BOARD OF FINANCE PUBLIC MEETING

The Board of Finance held a Public Meeting on **Monday, March 18, 2024 7:30 p.m. in the Auditorium of the Westport Town Hall** for the following purposes:

ATTENDEES: Danielle Dobin, Rich Hightower, Mike Keller, Lee Caney, Liz Heyer, Jeff Hammer

AGENDA

1. Upon the request of the Director of Public Works, to approve an appropriation of \$253,000 from the American Rescue Plan Act (ARPA) Fund 51003310-500386 for the replacement of the Cooling Tower and two Heat Pumps at the Westport Center for Senior Activities (WCSA).

Motion to Approve: Dobin; Second, Hammer. 6-0-0.

2. Upon the request of the Director of Public Works, to approve an appropriation of \$156,000 from the Sewer Reserve Fund 32003330-500387 the Installation of a Building Management System with Direct Digital Control (DDC) of HVAC equipment.

Motion to Approve: Hightower; Second, Heyer. 6-0-0.

3. First Selectwoman Jennifer Tooker will present the Town of Westport Budget for Fiscal Year 2024-2025.

Preliminary Votes on Approval on addendum.

Motion to Adjourn: Heyer; Second Dobin. 6-0-0.

Meeting adjourned approx. 9:00 p.m.

Meeting minutes respectfully submitted by Vice-Chair, Mike Keller.



Board of Finance

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WESTPORTSM

DRAFT MINUTES OF BOARD OF FINANCE FORMAL BUDGET PUBLIC HEARING

Attendees: Danielle Dobin, Rich Hightower, Mike Keller, Lee Caney, Liz Heyer, Jeff Hammer

The Board of Finance held a Formal Budget Public Hearing on **Tuesday, March 19, 2024 at 7:30 p.m. in the Auditorium of the Westport Town Hall** to review the 2024-2025 Budget Request of the Board of Education. At this meeting interested persons may be heard and written communications received.

AGENDA

1. Board of Education Superintendent Thomas Scarice and Board of Education Chair Lee Goldstein will present the Board of Education Operating and Capital Budget for Fiscal Year 2024 – 2025, and the Board of Finance will take such action on this item as the meeting may determine. **Presentation by Lee Goldstein. Votes recorded on addendum.**

Motion to Adjourn: Caney, Second, Hightower. 6-0-0.

Meeting adjourned at 7:49 p.m.

Meeting Minutes respectfully submitted by Vice-Chair, Mike Keller.



WESTPORT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
(203) 341 1120 www.westportct.gov

March 13, 2024

Honorable Jennifer S. Tooker
First Selectwoman
Town Hall
Westport, CT 06880

Re: Request for Appropriation of Funding
Replacement of 2 Maintenance Lifts (Single Person Platform Elevator)
Located at Pump Station 10 (Greens Farms Rd) & Pump Station 11 (Compo Rd South)

Dear Ms. Tooker:

This office, herein requests an appropriation in the amount of four hundred and forty thousand dollars (\$440,000.00) for the replacement (purchase and installation) of two maintenance lifts (single person platform elevator) located at Pump Station #10 (Greens Farms Rd) & Pump Station 11 (Compo Rd South).

The two lifts were originally installed in 1975 (49 years of service) and are critical to the maintenance of the two pump stations due to their depth. The original lift were manufactured by Gillespie Corporation.

Due to the space constraints within the station, we are intending to replace the two lifts, in kind, with the current model of the same style Gillespie lift. The two lifts will be provided by Gillespie Corporation and installed by their certified installer, Hartford Elevator.

The replacement of the two lifts are on the Ten-year capital forecast. It is the recommendation of this office to fund this work through of the Sewer Reserve Fund.

Respectfully,

Peter A. Ratkiewich,
Director of Public Works

cc: Gary Conrad, finance Director

APPROVED:
Jennifer S. Tooker
First Selectwoman
Date: 3/15/24

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION	
DEPT NAME: Department of Public Works	March 13, 2024

PROJECT NAME AND DESCRIPTION Replacement of 2 Maintenance Lifts Pump Station #10 & Pump Station 11

IS IT LISTED IN THE 10-YR CAPITAL FORECAST?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
If no, why not? If yes, answer the following two questions: Which FY was the project first proposed? Which FY was the project first planned? 2023		
APPROXIMATE COST:	\$399,990.00	COST IN CAPITAL FORECAST: ESTIMATED - \$400,000.00
CONTINGENCY (10%):	\$440,000.00	← GRAND TOTAL REQUEST → \$440,000.00

SOURCE OF FUNDS:							
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 5px;">CAPITAL BOND <input type="checkbox"/></td> <td style="padding: 5px;">GEN'L FUND <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">CNR <input type="checkbox"/></td> <td style="padding: 5px;">GRANT <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">STATE <input type="checkbox"/></td> <td style="padding: 5px;">OTHER <input checked="" type="checkbox"/></td> </tr> </table>	CAPITAL BOND <input type="checkbox"/>	GEN'L FUND <input type="checkbox"/>	CNR <input type="checkbox"/>	GRANT <input type="checkbox"/>	STATE <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	OTHER, DESCRIBE: Sewer Reserve Fund
CAPITAL BOND <input type="checkbox"/>	GEN'L FUND <input type="checkbox"/>						
CNR <input type="checkbox"/>	GRANT <input type="checkbox"/>						
STATE <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>						
PAYBACK PERIOD:							

PROJECTED START DATE: May 2024	EST. COMPLETION DATE: July 2024
ESTIMATED USEFUL LIFE: 50 years	

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Has an RFP been issued?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Have construction bids been received?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/> Number of bids received: _____
Was the lowest bid the winner?	YES <input type="checkbox"/>	NO <input type="checkbox"/> If not, why? _____

Who will benefit from the project? N/A

[Empty box]

Is it a replacement? YES NO

If yes, describe condition of what is to be replaced: 2 50 year old lifts

Pictures attached? YES NO

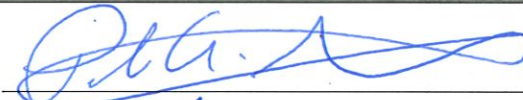


What other approvals/reviews are necessary to begin this project? RTM, BOS

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:
IF APPROVED:
IF NOT APPROVED:

REVIEW/SIGN-OFF

DEPARTMENT HEAD		DATE: <u>3-13-24</u>
FINANCE DIRECTOR		DATE: <u>3-18-2024</u>
FIRST SELECTMAN		DATE: <u>3-15-24</u>

MODERNIZATION AGREEMENT



February 28, 2024

CUSTOMER

Town of Westport
110 Myrtle Avenue
Westport CT 06880

HARTFORD ELEVATOR, LLC

1275 Cromwell Ave., Suite B10
Rocky Hill, CT 06067

HARTFORD ELEVATOR CONTACT

Sarah Downey
Phone: (860) 757-3960
Email: hartfordelevator@yahoo.com

PROJECT LOCATION 1

WPCF Collection System
405 Greens Farms Road
Westport CT 06880

PROJECT LOCATION 2

WPCF Collection System
274 Compo Road South
Westport CT 06880

PROPOSAL ID

Q-2612

EQUIPMENT

STATE REG. #, EQUIPMENT DESCRIPTION AND ADDRESS

Project Location 1: 158-0172, Gillespie Model ML-1D Maintenance Lift, 405 Greens Farms Road, Westport, CT 06880
Project Location 2: 158-0060, Gillespie Model ML-1D Maintenance Lift, 274 Compo Road South, Westport, CT 06880

SCOPE OF WORK

We propose the necessary time and material to perform two (2) modernizations of Gillespie Model ML-1D Maintenance Lifts as described below for each:

1. Materials:

- a) One drum machine including two single groove 10" drums, shaft, gear reducer with three phase motor and brake, end bearing, machine base, screw limit switch, slack cable device with resettable switch, and hardware.
- b) Two 3/8" diameter Improved Plow Steel wire ropes with all hardware, including clips, wedge sockets.
- c) One structural steel frame with roller guides, aluminum grating floor, structural stiles, platform frame, wedge type A instantaneous broken rope safeties, all hardware. Handrails on both car sides. Hinged swing handrail with switch located on front of car. Mechanical equalizer with switch mounted on car frame. Platform will have an undercar pan switch to stop car in the event of the car encountering any interference. This pan and platform grate are hinged to allow the operator to climb up through the car in the case of any power loss or failure. All electrical devices on the car will be NEMA 4.
- d) One car operating panel NEMA 4. Designed for two handed constant pressure operation, including up/down buttons, alarm, and emergency stop button.
- e) One programmable controller for constant pressure operation, with potential switch, NEMA 1 enclosure, reverse phase relay, thermal overload relays, and control circuit transformer.
- f) Two control stations with call/send buttons, NEMA 4X.
- g) Two spring buffers to be located below the car frame.
- h) All necessary terminal shaftway switches, traveling cable, shaftway wiring. Switches to be NEMA 4.
- i) 8#/ft ladder section guide rails for car, rail brackets, clips and bolts. Rails are designed and built to form an emergency ladder to allow for egress in the case of any power loss or failure.
- j) Frame, platform, rail ladder sections, and all hardware to be supplied painted with black primer.

2. Work by Other Trades:

- a) Hartford Elevator, LLC will act as the general contractor for the Electrical work.

MODERNIZATION AGREEMENT



The scope of work for all subcontractors is limited to work in direct relation to modernization. This includes all necessary state and municipal permitting.

3. Miscellaneous:

- a) Any finish painting on frame and hardware, as needed.

4. Bureau of Elevators Testing:

- a) Schedule and perform test witnessed by CT Elevator Inspector.
- b) Electrical subcontractor will schedule and perform municipal inspections, as required.

5. 12 Month Manufacturer Warranty:

- a) Gillespie Corporation warrants that all manufactured products be free of defects and workmanship for a period of 12 months from the date placed in service, or 14 months from shipment from vendor, whichever is the first to occur. Alteration, misuse and/or modification to the parts by others will render the warrantee null and void.

In order to provide you with the most comprehensive proposal, we make the following clarifications:

- a) Contract terms, inclusive of those set forth in Bid Attachment A, are to be mutually agreeable between Hartford Elevator, LLC and the Customer
- b) It is assumed that we may work between the hours of 6:00 am and 3:30 pm, Mon-Fri. No overtime or premium time work has been included within our base bid. The standard wage rate is assumed.
- c) Any asbestos abatement is by others.
- d) Access to the building for delivery and a dry, protected storage area adjacent to the hoistway location and permanent or temporary three phase and single-phase power must be available.
- e) All cutting and patching of beams, walls, and masonry work required, including the repairs to plaster will be by others. All chases and openings, as required by the Elevator Contractor will be by others.

TIMELINE

The estimated timeline to obtain materials is:

MILESTONE	ESTIMATED TIMELINE
Receipt of final vendor drawings	Approximately 2-4 weeks
Shipment of materials	Approximately 16 weeks following approval of drawings. Please be advised that materials may be delayed due to delays that distributors are experiencing.
On-site Modernization	Once scheduled, approximately 2-3 weeks on site <u>per lift</u> . Modernization work for each lift will take place consecutively.

COST

The cost for the time and material to perform each modernization is shown below:

MILESTONE	AMOUNT DUE
Project Location 1 – Lift 158-0178	\$199,995.00, plus any applicable taxes.
Project Location 2 – Lift 158-0060	\$199,995.00, plus any applicable taxes.
Total	\$399,990.00, plus any applicable taxes.

PAYMENT SCHEDULE

You agree to the following payment schedule:

MODERNIZATION AGREEMENT



MILESTONE	AMOUNT DUE
Execution of agreement	50% of Cost
Delivery of Materials	20% of Cost
Substantial Completion Lift 1	10% of Cost
Substantial Completion Lift 2	10% of Cost
Completion	10% of Cost

MODERNIZATION AGREEMENT



ACCEPTANCE

I confirm that I am authorized to sign for and accept this agreement, including the terms and conditions outlined in Bid Attachment A.

This offer, when accepted by the Customer and countersigned by an authorized employee of Hartford Elevator, LLC will be the entire agreement of the parties. This offer, if accepted on any other form or document or if the terms are amended, shall not be binding on Hartford Elevator, LLC unless countersigned in writing by an authorized employee of Hartford Elevator, LLC. Neither party shall rely upon any statement or representation, not embodied in this contract, made by the other. Any alterations from this Agreement shall be executed only upon written orders and may become an extra charge.

All work to be completed in a workmanlike manner. An additional 1 ½ % to be added on outstanding balance after 30 days. You are responsible for all costs (including, but not limited to, attorneys' fees, collection fees) incurred by us to collect overdue amounts.

This quotation is only valid for 30 (thirty) days. To proceed, please sign and return.

CUSTOMER ACCEPTANCE	HARTFORD ELEVATOR, LLC ACCEPTANCE
_____ Printed Name & Title	_____ Printed Name & Title
_____ Signature	_____ Signature
_____ Date	_____ Date
_____ Customer P.O. (If applicable)	Proposal ID: <u>Q-2612</u>

MODERNIZATION AGREEMENT



Bid Attachment "A"

APPLICATION OF THE TERMS AND CONDITIONS

The parties agree to be bound by the terms and conditions contained in the Proposal, together with the terms and conditions contained herein. No amendment or other change to the Proposal is binding on Hartford Elevator. Hartford Elevator shall not order nor release equipment for manufacturing prior to execution of a contract by both parties.

SPECIAL PURCHASING REQUIREMENTS

This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, Hartford Elevator reserves the right to modify and/or withdraw our proposal.

VALIDITY OF PROPOSAL

The Proposal shall be open for acceptance within the period stated in the Proposal, or when no period is stated, for a period of thirty.

(30) days from the date of the Proposal.

WORK AND SERVICES NOT INCLUDED

The Proposal is exclusive of all preparatory work, civil works, and all materials and services other than those clearly specified. This proposal specifically excludes any additional costs associated with concealed or subsurface conditions. Wiring and conduit outside of the hoistway and machine room are not included. The installation, maintenance, and the operating costs of the phone line for monitoring services shall be borne by the Customer.

TEMPORARY USE

Temporary use of the equipment may be granted, if required by contract, provided the use period allows adequate time for equipment restoration for final delivery. Temporary use will be invoiced separately at the normal Hartford Elevator billing rates. The Customer shall assume all risk of temporary use and operation, supply its own operator and at the end of the temporary use period, return the equipment to Hartford Elevator in "like new" condition. Specific noise ratings cannot be guaranteed, due to the different building characteristics and ambient noise levels.

COST

Unless otherwise stated pricing for labor and material shall remain firm, but under no circumstances shall Hartford Elevator be responsible for labor and material cost adjustments resulting from project delays which extend beyond the end of the current calendar year. This amount and/or extensions of time shall only be adjusted by properly approved change orders indicating related modifications to the scope of work and/or to the terms and conditions.

INSTALLATION

The work shall be performed during regular IUEC working hours of regular working days, Monday to Friday, statutory holidays excluded. Any changes in the progress schedule with respect to the sequence, acceleration or duration of work shall be mutually agreed upon.

If overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the Proposal price at Hartford Elevator's standard overtime rates. Hartford Elevator will not commence overtime work without an executed change order.

If the installation work and final acceptance cannot be performed in an uninterrupted manner for any reason beyond Hartford Elevator's control, the Customer shall provide storage and protect the supplied equipment at the Customer's risk and cost and separately compensate Hartford Elevator for any costs caused by such delay including, but not limited to, double handling of equipment.

Hartford Elevator will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others and behave in an appropriate manner while on site.

PAYMENT TERMS

Payments are due 30 days from invoice date, based on work progress as follows:

- a. Customer agrees to pay in accordance with the Payment Schedule provision, including any accepted options and/or alternates upon acceptance of this agreement.
- b. Monthly progress billings may be issued by Hartford Elevator to cover labor expended or materials stored on or off site during the month.
- c. Customer agrees to pay the amount of any tax imposed by any existing law, or by any

MODERNIZATION AGREEMENT



enacted after the date of this agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein.

- d. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to Hartford Elevator within thirty (30) days of the invoice will be a material breach. Simple interest at 1.5% per month will be charged on amounts not paid when due. In the event of default on the payment provisions herein, Customer agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs in connection therewith, and all prejudgment interest.

Hartford Elevator reserves the right to delay and/or suspend the work and services, including manufacturing, delivery, installation and/or final turnover of the equipment, for non-payment. Hartford Elevator also reserves the right to suspend all warranty service if final payment is not received within forty-five (45) days from the completion of the Project. In states requiring notice prior to filing a lien, this notice requirement is deemed satisfied through this paragraph. Prior to returning the equipment to service, Hartford Elevator must be paid in full, less 5% maximum retention, the contract value including all change orders. Additionally, prior to turnover Hartford Elevator requires a signed Final Acceptance Form and receipt of a Final Punchlist for the project from all parties.

In the event that Purchaser does not accept delivery of material at the Project Site when Hartford Elevator is ready to make such delivery, Purchaser agrees to immediately make payments due upon shipment as provided above and designate some local point where Purchaser will accept delivery. Upon Purchaser's failure to designate such a point of delivery within 14 calendar days, Hartford Elevator is authorized to warehouse material within or without our warehouse at Purchaser's risk and expense. Purchaser assumes responsibility for any increase in Hartford Elevator's costs (at its standard billing rates) because of any such exceptional handling. Purchaser will be responsible for any damage, including, but not limited to, weather damage, vandalism, etc., to material awaiting acceptance in the event Purchaser fails to accept delivery when Hartford Elevator is ready to deliver.

Should Hartford Elevator be delayed by reason of any default on Purchaser's part, the entire Contract Price, less payments theretofore made and less the cost of completing work, as estimated by Hartford Elevator, shall become due on the date when the proposed equipment was to be in running order had Hartford Elevator been permitted to commence regular time installation labor on the date shown in the Proposal. This amount due shall bear interest at the full legal rate commencing on such anticipated completion date. Purchaser shall compensate Hartford Elevator for delays, regardless of whether caused by Purchaser or any other entity, including subcontractors.

PROPERTY RIGHTS

The delivered material shall remain the property of Hartford Elevator and Hartford Elevator shall retain title thereto until final payment is made, with the right to take repossession of the same at the cost of Customer if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage, or lease of the premises.

LIABILITY LIMITATION

The Customer agrees, without limitation, to defend, indemnify, release, and hold harmless Hartford Elevator, LLC and its employees, representatives, and agents from and against all claims, lawsuits, demands, judgements, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including attorney's fees and expenses) arising out of or relating to the work performed under this Agreement, except for the sole and direct negligence of Hartford Elevator, LLC. In the event of proven negligence in direct relation to the work performed under this Agreement, the parties agree that liability is capped at the Cost paid for the work.

Hartford Elevator, LLC will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to Equipment service. Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service may occur, and Hartford Elevator, LLC will have no liability for any direct or indirect losses or damages resulting from interruptions in Equipment service.

FORCE MAJEURE

Neither party shall be responsible or liable for any loss, damage, detention, or delay caused by labor trouble or

MODERNIZATION AGREEMENT



disputes, strikes, lockouts, fire, earthquake, flood, failure to act on the part of either party's suppliers or subcontractors, shortage of labor or material, civil commotion, war or act of war, insurrection, orders or instructions from any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party.

MISCELLANEOUS

Customer agrees that in the event this agreement is terminated by Customer prior to the completion of the work, Customer will pay all costs incurred as of the date of cancellation plus 35% of the Agreement value as cancellation expenses.

OCCUPATIONAL HEALTH & SAFETY

We agree to abide by Contractor's Safety Policy as long as the policy is not in conflict with Hartford Elevator's Safety policy. Hartford Elevator agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Hartford Elevator because of your act or omissions, or anyone employed by you shall be borne by you.

Customer agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond Hartford Elevator's control, making the building or premises in which Hartford Elevator's personnel are working unsafe, including but limited to asbestos or polychlorinated byphenyl (PCB), encountered on the site by Hartford Elevator, Hartford Elevator reserves the right to discontinue work until such unsafe conditions are corrected.

It is agreed and understood that Hartford Elevator is not responsible for damages, either to vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades, if not subcontracted by Hartford Elevator, LLC, in a timely manner so as to not interrupt our work. Should our technician(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of \$4,720.00 per re-mobilization event. We shall also extend the stated durations to the extent that we are delayed. Hartford Elevator, LLC will have no liability, under any circumstance, for any direct or indirect losses resulting from delayed interruption in Equipment service resulting from re-mobilization.



WESTPORT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880
(203) 341 1120

March 18, 2024

Jennifer S. Tooker
First Selectwoman
Town Hall
Westport, CT 06880

Re: **Request for Appropriation, along with Bond and Note Authorization, to the Municipal Improvement Fund – Final Design and Construction Documents for Cross Highway culvert over Deadman Brook**

Dear Ms. Tooker,

This office respectfully requests an appropriation of **\$121,000** for the final design and preparation of Construction Documents for replacement of the Cross Highway Culvert over Deadman Brook

This culvert is located on Cross Highway just west of Wakeman Farm Drive. The existing structure was assessed both structurally and hydraulically in 2023 and found to be deficient in both aspects, to the extent that it must be replaced. It is recommended that the structure be replaced with a precast concrete box culvert and upgraded to meet current highway and bridge design standards. However, the structure will be constructed with stone parapets and wingwalls in order to be sensitive to the current aesthetic of the existing stone culvert.

Attached is the proposal from Tighe and Bond for \$110,000. Adding a 10% contingency brings the request to \$121,000.

Respectfully,

Peter A. Ratkiewich, P.E.
Director of Public Works

cc: Gary Conrad, Finance Director

APPROVED:
Jennifer S. Tooker
First Selectwoman
Date: 3/19/24

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Department of Public Works Date: 3/18/24

PROJECT NAME AND DESCRIPTION
 Cross Highway culvert over Deadman Brook

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO

If no, why not?
 If yes, answer the following two questions:
 Which FY was the project first proposed? 2022
 Which FY was the project first planned? 2018

APPROXIMATE COST: \$110,000 COST IN CAPITAL FORECAST: \$150,000 (Design portion)
 CONTINGENCY (10%): \$11,000
 \$121,000 ←TOTAL REQUEST→ \$121,000

SOURCE OF FUNDS:

CAPITAL BOND <input checked="" type="checkbox"/>	GEN'L FUND <input type="checkbox"/>
CNR <input type="checkbox"/>	GRANT <input type="checkbox"/>
STATE <input type="checkbox"/>	OTHER <input type="checkbox"/>

OTHER, DESCRIBE:
 PAYBACK PERIOD: N/A

PROJECTED START DATE: April 2024 EST. COMPLETION DATE: November 2024
 ESTIMATED USEFUL LIFE: 75 years

Is this project part of a larger capital project? Yes – this is the design portion of the project. Construction of the improvements will occur after the design is complete and permits are obtained

Has an RFP been issued? YES NO
 Have bids been received? YES NO Number of bids received: five
 Was the lowest bid the winner? YES NO If not, why? The selected consultant was chosen through a Quality Based Selection method

Who will benefit from the project? School children and the general public that use the corridor

[Empty box]

Is it a replacement? YES NO

If yes, describe condition of what is to be replaced: Please see attached letter to First Selectwoman

Pictures attached? YES NO

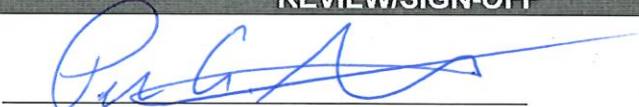

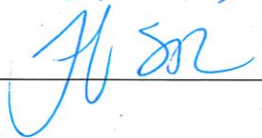
What other approvals/reviews are necessary to begin this project? RTM, DEEP, ACOE.

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:
IF APPROVED:
IF NOT APPROVED:

REVIEW/SIGN-OFF

DEPARTMENT HEAD		DATE: 3-18-24
FINANCE DIRECTOR		DATE: 3-18-2024
FIRST SELECTMAN		DATE: 3/19/2024

32-1993-0-P016

March 15, 2024

Peter Ratkiewich, PE
Director of Public Works
Town of Westport
110 Myrtle Avenue
Westport, Connecticut 06880

Re: **Cross Highway Amendment #2**
Final Design of Cross Highway over Dead Man's Brook

Dear Pete:

At your request, Tighe & Bond has prepared this second amendment to provide final design phase services, including regulatory support, for the replacement of the Cross Highway bridge over Dead Man's Brook.

Limited investigations and preliminary engineering services were previously provided under "Phase I of RFQ 22-048T, Engineering Services for Traffic Study, Cross Highway School Zone", hereafter referred to as the Original Agreement, and preliminary design services were previously provided under Amendment #1.

Scope of Services

Task 1 – Supplemental Survey and Mapping

Task 1.1: Field Survey

Tighe & Bond previously secured the services of a Connecticut Licensed Land Surveyor to prepare an A-2/V-2/T-2 class accuracy field survey of the project site under the Original Agreement. At that time, a standalone pedestrian bridge was anticipated to be constructed adjacent to the existing structure over Dead Man's Brook, and grading impacts were anticipated to be minimal. It was subsequently determined that based on its condition, the existing Cross Highway Bridge over Dead Man's Brook requires complete replacement. Preliminary design of the replacement project was developed under Amendment #1 without supplemental survey.

To improve hydraulics and obtain regulatory approvals, the replacement structure will be upsized substantially from existing, and grading will extend beyond the upstream and downstream limits of the original field survey. Tighe & Bond will retain the same Land Surveyor who performed the original field survey to provide supplemental coverage at the upstream and downstream limits in support of the final design tasks and permitting activities.

Task 1.2: Property Maps

Tighe & Bond's survey subconsultant will prepare property maps depicting rights and easements for the private properties adjacent to the bridge construction. Up to three property maps are anticipated. Similar to other projects, we have assumed that no property maps are required for Town-owned properties, that the Town will conduct all negotiations with the affected property owners, and that our responsibility is limited to providing the required maps.



Task 2 – Final Design

Task 2.1: Hydrologic and Hydraulic Report

Tighe & Bond previously performed preliminary hydrologic and hydraulic modeling under Amendment #1, which superseded the ped-bridge-related hydrologic and hydraulic efforts outlined in the Original Agreement. Those efforts found that a two-cell culvert is best suited to meet project goals. We will refine our preliminary modeling based on the final structure layout and supplemental survey data and formalize the results in a Hydrologic and Hydraulic Report.

Our report will establish the existing conditions model and discuss any variations from the current FEMA model. Our proposed conditions model will be based on the layout provided in our Preliminary Design Plans, which was optimized based on site conditions and CTDOT Drainage Manual requirements. The hydrologic and hydraulic modeling will also be used to prepare recommendations for surface treatments, scour protection, and temporary hydraulic facilities. Backup data, calculations, tabulated model output, hydraulic profiles, and hydraulic cross sections will be provided in the report's appendices as required to obtain regulatory approvals.

Task 2.2: Structural Design

Tighe & Bond will advance the design of the two-cell box culvert depicted in our Preliminary Design Plans. Based on feedback received from the Town and at the Public Information Meeting, we understand that it is desirable to accelerate the construction of the structure in order to minimize the duration of the detour. To that end, we will design the project retaining walls, cutoff walls and headwalls to be constructed of precast concrete elements, following accelerated bridge construction (ABC) guidelines available from FHWA and others. The design of all structural elements will be in accordance with current AASHTO and CTDOT design criteria.

The Contractor's fabricator may provide their own design for any of the project structures, subject to approval by the Engineer. Since culvert designs are typically modified by fabricators to suit their own internal standards, formwork and molds, load ratings for culverts are typically provided by the fabricator and are excluded from Tighe & Bond's services.

Task 2.3: Roadway Design

Based on the H&H modeling results and the design criteria utilized to define the structure size and configuration, it was determined that limited roadway geometric modifications would be required to modify the sag vertical curve through the bridge area of Cross Highway. Based on the final H&H report, the design of the Cross Highway will be refined to meet the required roadway elevation associated with complying with the CTDOT Drainage Manual. We will also review roadside safety elements and finalize the design of guiderail features and end treatments. The proposed stormwater collection system will be depicted on the roadway drawings to collect and convey the runoff along Cross Highway in a similar manner to current conditions.

Task 2.4: Final Design Submission

1. **Plans** – Tighe & Bond will advance the project plans to a level sufficient for a qualified general contractor to construct the proposed structure. We will incorporate any review comments received from the Town on our Preliminary Design Plans, and furnish the roadway, structural, traffic and miscellaneous details that are needed to provide the Contractor with clear direction on the construction of the project.

We anticipate the following plan sheets will be included in our Final Design Submission:

- Title Sheet
- General Notes, Legends, and Abbreviations
- Typical Roadway Sections
- Miscellaneous Details Sheets
- Existing Conditions Plan
- Right of Way Plan
- Roadway Plan
- Roadway Profile
- Grading Plan
- Erosion & Sediment Control Plan
- Erosion & Sediment Control Details (2 sheets)
- Site Restoration Plan
- Cross Sections (9 sheets)
- Detour Plan
- Culvert General Plan, Elevation & Typical Section
- Boring Logs (2 sheets)
- Bridge Layout Plan
- Water Handling Stage 1
- Water Handling Stage 2
- Culvert Details
- Wingwall Plans & Elevations (2 sheets)
- Wingwall Details
- Barrier Wall Plan, Elevation & Details
- Masonry Details
- Utility Plans (provided by utility companies)
- Standard Highway Drawings (includes relevant CTDOT standards such as drainage structures and guiderail hardware, attachments, and anchorages)
- Standard Traffic Drawings (includes relevant CTDOT standards such as permanent signs, construction signs, and sign supports)

As discussed during Preliminary Design, the bridge project plans will incorporate the Town's sidewalk and safety improvements project from North Avenue to Wakeman Farm Drive. That design effort is captured in the Original Agreement.

2. **Technical Specifications** – Tighe & Bond will prepare technical specifications in CTDOT format, which will allow the design team to make use of existing standards and technical specifications to the greatest extent possible. This will help to control design costs and will ultimately result in documents that are in a format that is familiar to the contractor community.

As part of this effort, Tighe & Bond will review current State guidelines on incentive/disincentive language in construction contracts and coordinate with the Town to determine what incentives/disincentives may be appropriate to encourage/enforce the timely construction of the project structure.

3. **Opinion of Probable Construction Cost** – Tighe & Bond will provide the Town with a final opinion of probable construction cost (OPCC). The OPCC will be based on CTDOT weighted unit prices and cost estimating guidelines, as well as recent relevant municipal construction projects.
4. **Review Comments** – Tighe & Bond will solicit and receive review comments that the Town has to offer on our Final Design Submission. Upon resolution, comments will be incorporated and reflected in the Contract Documents.

Task 2.5: Contract Documents

Tighe & Bond will incorporate Town comments on the final project plans and technical specifications and provide the Town with a final set of Contract Documents. The project plans will be stamped by a Professional Engineer registered in the State of Connecticut. We will provide a Project Manual, which will incorporate Town-provided front-end documents outlining the administrative requirements of the project and our technical specifications in a single document.

Task 3 – Regulatory Approvals

Tighe & Bond will prepare permit applications for the Town's review and submittal. We anticipate that the project will require the following approvals:

- Town of Westport Conservation Commission
- Town of Westport Flood & Erosion Control Board
- CTDEEP – Flood Management Certification
- USACE – Connecticut General Permit 19, Preconstruction Notification

Tighe & Bond will request pre-application meetings with regulatory review agencies for presentation of project concepts to reviewers and to confirm which approvals are required. We have assumed up to two meetings such meetings with CTDEEP and USACE, and up to four additional meetings with Town personnel. The Town meetings will go toward providing a site restoration plan that incorporates wetland plantings and surface treatments that meet the Town's goals for the treatment of ecologically sensitive areas.

Task 4 – Bid Phase Assistance

During bidding we will answer Contractor questions and prepare and issue up to one addendum, if needed. Addenda are typically used to issue formal changes and clarifications that arise during the bid process, so the changes may be incorporated into the construction contract before bids are finalized. One addendum is anticipated to be adequate for a project of this size.

Following receipt of bids, Tighe & Bond will review and summarize bids submitted and provide a bidder evaluation to the Town. The evaluation will consist of reviewing each Contractor's qualifications compared to the contract requirements and reviewing pricing to identify abnormalities that may be associated with an unbalanced bid.

Assumptions and Exclusions

In an effort to provide you with a limited fee for the requested services, we have prepared a detailed scope of services based upon our understanding of your needs. In this same regard, the following section describes our assumptions and those services that are not included in our proposal. If these services are required, we will modify our proposal accordingly to meet your needs. Any modifications and cost changes shall be by written amendment signed by both parties.

- Utility test pits are excluded.
- Preparation of a structure load rating report is excluded. The precast structure design is anticipated to be modified by the fabricator, who will be required to provide a load rating report.
- The roadway work is anticipated to be limited to that which is shown in the Preliminary Design Plans. The design of improvements to the roadway geometry away from the immediate vicinity of the structure is excluded.
- We have assumed that the project will have a negligible impact on impervious areas within the project limits. The design of any roadway storm drainage will be based on collecting stormwater runoff and piping to existing outlets to maintain existing drainage patterns. The development of roadway drainage calculations, analyses, and a drainage report are excluded.
- The preparation of a LOMR Application is excluded.
- The preparation of as-built record drawings is excluded.
- Construction Administration, Construction Observation, and Construction Survey are excluded. We will provide a separate proposal for these services.

Fee

Tighe & Bond will perform the services described in this proposal for a lump sum fee of \$110,000, invoiced monthly based on percent complete. If the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. We will provide the services under this amendment in accordance with the terms and conditions of the project agreement.

For information purposes, the table below summarizes the fees that have been developed for each task. The intent of the table is to give the Town a better understanding as to how the proposed fee was developed. Invoices will be submitted based on the total project fee and will not be itemized based on the fee table.

Task	Description	Lump Sum Fee
1.1	Field Survey	\$5,000
1.2	Property Maps (3 maps)	\$6,000
2.1	Hydrologic and Hydraulic Report	\$12,000
2.2	Structural Design	\$15,000
2.3	Roadway Design	\$11,000
2.4	Final Design Submission	\$19,000
2.5	Contract Documents	\$9,000
3	Regulatory Approvals	\$25,000
4	Bid Assistance	\$8,000
Total		\$110,000

The main person responsible for this effort will be Jonathan Ives, PE, Senior Project Manager. Christopher Granatini, PE will represent Tighe & Bond as Project Director. If you have any questions or comments, please do not hesitate to contact either of us. We look forward to continuing our work with you on this project.

Sincerely,

TIGHE & BOND, INC.



Christopher O. Granatini, PE
 Vice President
 (860) 704-4771
cogranatini@tighebond.com



Jonathan Ives, PE
 Senior Project Manager
 (860) 990-2044
jives@tighebond.com

Acceptance:

On behalf of the **Town of Westport**, the scope, fee, and previously agreed upon terms and conditions are hereby accepted.

 Authorized Representative

 Date

