TOWN OF BOZRAH
SPECIAL MEETING
BOARD OF FINANCE
BOZRAH TOWN HALL
February 27, 2020

Item 1: Chairman Mike O’Connor called the Quarterly Meeting of the Bozrah Board of Finance (BOF) to order at the Town Hall on February 27, 2020 at 6:30 p.m.

Members Present: Chairman Mike O’Connor, Raymond Barber, Michel Leask, Phil Lavallee, Ann Chambers and Evan Gilman.

Others Present: First Selectman Carl Zorn, Selectman Bill Ballinger, Selectman Glenn Pianka, Town Treasurer Diana Santo, BOE Jeanne Goulart and 6 members of the public.

Item 2: Review minutes of the December 16, 2019 Quarterly BOF meeting

M. Leask noted corrections to titles of those present and spelling corrections. R. Barber noted item 9c should read, “C. Zorn noted the fire department is requesting reimbursement for the excess cost above $20,000 for the maintenance of the ladder truck.”

MOTION 1: R. Barber made a motion to approve the minutes as updated. P. Lavallee seconded the motion. A. Chambers abstained.
Vote 5 yes - 1 abstained - MOTION CARRIED

Item 3: Hear and act on a request from the Board of Education to support underground fuel oil tank replacement work

J. Goulart presented the Board of Finance with a request from the Board of Education for $5,500 to accept the proposal from Lenard Engineering to proceed with the preliminary design work for the underground fuel tank.

Attachment 1

M. O’Connor noted the Board of Education will be responsible for the contract and the Board of Selectmen will not be signing the contract for the preliminary work. J. Goulart noted there will be about a 50-60% reimbursement from the state for the tank. C. Zorn noted there will be a building committee that will speak with the engineer and make the technical decisions. Once the design is started they can consider the options. J. Goulart noted the tank replacement is necessary due to insurance. E. Gilman noted he wouldn’t want to replace the tank only due to an insurance issue. R. Barber questioned if the tank has passed the necessary tests each year. J. Goulart noted the tank has passed all necessary tests. B. Ballinger
explained it is necessary to replace the tank now as to not risk insurance coverage. G. Pianka noted the school is the emergency shelter for the town and perhaps there is a possibility to get funding from homeland security.

M. O’Connor presented the board with the effect the $5,500 would have on the budget.

**MOTION 2:** P. Lavallee made a motion to transfer $5,500 to the Board of Education from the general fund to support the design work for the underground fuel tank at Fields Memorial School. M. Leask seconded the motion.
Vote unanimous - **MOTION CARRIED**

The study should be completed by the end of June.

**Item 4: Adjourn**

**MOTION 3:** R. Barber made a motion to adjourn the meeting at 7:04 p.m. A. Chambers seconded the motion.
Vote unanimous - **MOTION CARRIED**

Respectfully submitted for the Board,

Heather Barber
Recording Secretary
February 27, 2020

Members of the Board of Finance,

The underground oil tank at Fields Memorial School is mandated to be removed and replaced no later than 2023. The insurance company told the First Selectman that our tank may not be insurable before that date. We believe it is prudent to begin the process of developing the design plan needed to perform the site work and tank installation options now.

Carl Zorn contacted Jim Ericson of Lenard Engineering and obtained a quote of $5500 for the attached services. Jim did the design work for the tank at the garage and for the town of Franklin.

The Bozrah Board of Education is requesting $5500 from the town to accept the proposal from Lenard Engineering and proceed with the preliminary design work.

Respectfully,

Jeanne Goulart, Chair
Bozrah Board of Education
January 24, 2020

Mr. Carl Zorn, First Selectman
Town of Bozrah
1 River Road
Bozrah, CT 06334

RE: Proposal for Professional Services, Prepare Schematic Design Plans and Cost Estimates for 10,000 gallon Underground Fuel Tank Replacement, Fields Elementary School, Bozrah, CT

Dear Mr. Zorn:

Thank you for meeting me at the school this week, to discuss the need to prepare plans and contract documents for the removal and replacement of the existing 10,000 gallon underground fuel tank. We completed two very similar projects last year, in Barkhamsted and Franklin, and have a good idea of the steps necessary to complete the project.

As discussed in the field, two options available are to 1) replace the existing single wall underground tank with a double wall underground tank at the same location, or 2) replace the underground tank with a new above-ground tank (ConVault) and locate it behind the school.

SCOPE OF SERVICES

Lenard Engineering, Inc. (LEI) is pleased to submit the following Scope of Services for this project:

1) Obtain Copies of Available Plans - LEI will obtain copies of past plans and specifications for the existing underground fuel tank, the generator, and related construction on this side of the school building.

2) Site Survey and Base Mapping – LEI’s licensed Land Surveyor will conduct a limited area ground survey in the vicinity of the existing underground tank, the mechanical room where the oil supply and return pipes terminate, the generator area, and an area behind the building. We will locate marked piping, electrical conduits and other features. We will create a site map at a 1” = 20’ scale for use in both the schematic design, and can be reused for final design.

3) Schematic Designs for Below and Above-Ground Tank Replacement Options – LEI will prepare schematic designs for both below-ground and above-ground tank replacements, showing new interconnecting fuel supply and return piping between the tank and the mechanical room pumps. We will develop cost estimates for both options, and prepare a list of pros and cons for the below and above-ground tank options.
4) Review Meeting with Town and School Staff- LEI will submit copies of our schematic designs, cost estimates and lists of pros and cons for each option to you, for distribution to applicable Town and School staff.

We will attend one meeting with Town and school staff, to discuss our findings, and answer questions.

5) Follow-up Work- Once the Town decides on which option to proceed with, LEI will prepare a separate proposal to upgrade our schematic designs to final, prepare front-end contract documents and technical specifications, and assist with the State DAS approval process, as well as services during bidding and construction. Note that much of the work completed during this schematic design can be re-used and upgraded during the final design process.

PROPOSED FEES

Lei will complete Tasks 1-4 above for a lump sum fee of $5,500. By reference, the attached Standard Conditions for Engagement are part of this proposal, and any resultant contract.

Please contact me with any questions or comments.

Respectfully submitted,
Lenard Engineering, Inc.

[Signature]
James E. Ericson, PE
Vice President

ACCEPTED BY: ________________________________

DATE: ________________________________
1. Agreement: The proposal or agreement form duly executed by LEI and the Client, along with any documents appended by reference, including this Standard Conditions of Engagement constitutes the entire agreement between LEI and the Client and supersedes any written or oral representations made by either party prior to execution of this agreement.

2. Acceptance: This Clients shall have 30 days after the offering date listed on the professional services agreement to accept the proposal, after which time the invitation terminates at the sole option of LEI. If the Client returns the executed agreement to LEI after the 30-day acceptance period expires, LEI may elect to accept the executed agreement or re-issue the agreement with revised terms and conditions.

3. Governing Law: This agreement is governed by the law of the State of Connecticut.

4. Compensation Format: The Client agrees to compensate LEI for services rendered under the compensation format(s) stipulated in the agreement. The following paragraphs define the various compensation formats and the methods by which LEI will compute invoice amounts:

4.A) Fixed Fee: LEI shall render services for the fixed fee stipulated in the agreement. The fixed fee shall include the cost of all Basic Services (in-house labor), Outside Services (services provided by outside individuals or firms), Reimbursable Expenses (mileage, printing, and other consumable expenses), services charges, and taxes (if any). At the conclusion of each billing period, LEI will compute the invoice value by estimating the percentage of completion, or if so stipulated in the agreement, by applying payment requirement requirements.

4.B) Fixed Fee Plus Outside Services and Expenses: LEI shall furnish Basic Services for the fixed fee stipulated in the Agreement. In addition to the fixed fee for Basic Services, LEI shall furnish Outside Services at LEI's cost plus 10% service charge and invoice the Client for Reimbursable Expenses according to attached documents entitled "Outside Services and Expense Schedule." In the event of a part completion, the conclusion of each billing period, LEI will calculate the value of Basic Services by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements. To this value, LEI will add the value of Outside Services and Reimbursable Expenses incurred during the billing period.

4.C) Time and Materials: LEI shall furnish services on a time-and-materials basis, with no limiting amount. LEI will compute time charges for Basic Services by multiplying the number of hours expended on the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Bill Rates"). In addition to charges for Basic Services, LEI will invoice the Client for Outside Services at LEI's cost plus 10% service charge and for Reimbursable Expenses (refer to the attached document entitled "Reimbursable Expenses Schedule."). At the conclusion of each billing period, LEI will invoice the Client for Basic Services, Outside Services, and Reimbursable Expenses incurred during the billing period.

4.D) Time Charge Maximum: LEI shall furnish services on a time-and-materials basis. LEI will compute time charges for Basic Services by multiplying the actual number of hours charged to the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Bill Rates"). In addition to charges for Basic Services, LEI will invoice the Client for Outside Services at LEI's cost plus 10% service charge and for Reimbursable Expenses (refer to the attached document entitled "Reimbursable Expenses Schedule."). The total value of LEI time charges for in-house labor shall not exceed the maximum amount stipulated in the Agreement. At the conclusion of each billing period, LEI will invoice the Client for the Basic Services, Outside Services, and Reimbursable Expenses Incurred during the billing period.

5. Payment Terms:

5.A) Billed: If the Agreement requires a retainer, the Client shall forward the retainer to LEI along with an executed copy of the Agreement. LEI will apply the retainer toward the Client's final invoice. If the retainer exceeds the final invoice value, LEI shall refund the difference to the Client within 30 days from the date of final invoice.

5.B) Invoice Frequency and Review: LEI will submit invoices monthly, unless the Agreement specifies a different frequency, including specific milestones. The Client shall review LEI Invoices within seven (7) business days. If the Client disputes any invoices, the Client shall identify in writing within fourteen (14) days from its receipt of the invoice LEI any disputed amount and shall pay such amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

5.C) Interest on Overdue Balance: invoices are due and payable in full thirty (30) days after the date on the Invoices. LEI will add an interest charge of 1% per month (or the maximum rate allowed by law, whichever is lower) and to the amount outstanding until paid interest shall occur on the amount outstanding at a rate of 1% per month (or the maximum rate allowed by law, whichever is lower).

5.D) Collection Costs: Outstanding balances beyond 90 days past due, LEI may employ a collection agency to enforce payment terms of this agreement and may recover the amount owed along with reasonable attorneys' fees and other reasonable costs and expenses incurred in collection. LEI's collection agency shall be entitled to collect from the Client any settlement sum due plus the value of the collection agency's charges.

6. Attorney's Fees and Other Charges: For outstanding balances beyond 90 days past due, LEI reserves the right to take legal action to enforce the payment terms of this Agreement. In the event of such legal action, LEI shall be entitled to collect from the Client any judgment or settlement sum due, plus reasonable attorney's fees, court costs, and the reasonable value of LEI's time and expenses relating to such collection action, computed according to LEI's prevailing hourly billing schedule and expense policies.

5. Application of Payments: LEI reserves the right to apply payments to accrued Interest first, and then to any unpaid principal. LEI will apply payments to unpaid principal in the order in which invoices are issued, starting with the oldest outstanding invoices.

6. LEI's Performance: LEI will endeavor to complete the services rendered under this agreement within the estimated schedule or period of service discussed in the agreement. The Client understands that LEI may be obstructed from timely performing this agreement by factors or causes beyond LEI's reasonable control. Such factors or causes include, but are not limited to, acts of God, war, riots, fire, floods, indomitable weather, delays created within or by approving agencies, acts of civil or military authority (including governmental fairs, orders, priorities or regulations), acts of the Client, acts of the Client's contractors and agents, or inadmissible, unreasonable efforts, to obtain access to the project site and facilities. If delays arise through no fault of LEI, the Client agrees that LEI's estimated schedule or period of service will be extended by a period of time equal to that of the delay. The Client also agrees to compensate LEI for reasonable costs incurred by LEI in contending with such delays.

7. Right of Entry: The Client shall provide access to the property owned by the Client and/or others so that LEI and its authorized agents may fulfill the scope of services of this agreement. Although LEI will exercise reasonable care in performing its services, the Client understands that the use of testing equipment or other tools and procedures may unreasonably cause some impact to the site, the correction of which may be required if this agreement so stipulates. Client is hereby indemnified and held harmless by LEI, its officers, directors, employees, and subcontractors (collectively, LEI) against any damages, liabilities, or costs arising or allegedly arising from procedures associated with testing, surveys, and site investigations connected in any way with LEI's fulfillment of the scope of services of this agreement. LEI shall be liable only for damages resulting solely from LEI's negligent acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this Standard Conditions of Engagement.

8. Underground Improvements: LEI and/or its subcontractors will conduct research that, in its professional opinion, is necessary, and will prepare a plan indicating the locations for subsurface penetrations with respect to the assumed locations of existing underground improvements. Such services by LEI and its subcontractors will be performed in a manner consistent with the ordinary standard of professional care. The Client recognizes, however, that such research may not identify all underground Improvements and that the information upon which LEI reasonably relies may contain errors or may be incomplete. Therefore, the Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against LEI, and anyone for whom LEI may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by LEI that are based on properly filed and available records of said underground improvements.

9. Disposal and Reuse of Documents: All reports, drawings, specifications, computer files, field data, notes, laboratory test data, calculations, and other instruments prepared by LEI as instruments of service shall remain the property of LEI. LEI shall retain all common law, statutory, and other reserved rights, including the copyright thereto. The Client may make and retain copies of LEI's instruments of service for its own information and reference in connection with the use and occupancy of the project site by the Client and others; however, such documents are not intended or represented by LEI to be suitable for re-use by the Client or others on extensions of the project or on any other project. Any re-use of documents prepared for the Client by LEI will be at the re-user's sole risk, without liability or legal exposure to LEI. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subcontractors (collectively, LEI) against any damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from or in connection with the unauthorized re-use or modification of LEI documents by the Client or any person acting in behalf of the Client or its assigns, as well as any transfer of electronic data. If LEI and the Client subsequently agree to a transfer of electronic data, the Client agrees to compensate LEI for costs incurred in preparing electronic documents. LEI reserves the right to impose terms and conditions for such transfer of electronic data in addition to those already stipulated in this Standard Conditions of Engagement.

10. Standard of Care: By accepting this agreement for professional services, the Client acknowledges that LEI's services often require decisions that are based upon professional judgment. In performing professional services, LEI will use that degree of care and skill ordinarily exercised under similar circumstances, at the
same time, and in the same locale by members of the profession. The standard of care shall be exclusively judged as of the time the services are rendered and not according to later standards. The Client agrees that LEI will render the services efficiently, use care, and in a professional manner, expressed or implied.  

11. Insurance: LEI maintains general liability, automobile liability, worker’s compensation/employer’s liability, and professional liability insurance coverage. LEI shall not be liable for any injuries, damage, or losses sustained by the Client or any third party as a result of the services provided, out of or in connection with the Project or the Contractor, except to the extent that such losses are expressly excluded by the insurance policies. 

12. Professional Liability Risk Allocation: The Client and LEI have discussed their respective rights and duties under this agreement and have agreed to allocate risk and liabilities. The Client acknowledges that LEI is responsible for any claims arising out of the services provided. The parties to this Agreement have allocated the risks such that, to the fullest extent permitted by law, LEI’s total liability for any and all injuries, claims, expenses, damages, or claim expenses arising out of any act or omission related to professional services shall not exceed the total amount of $50,000 or LEI’s fee, whichever is greater. Such causes include, but are not limited to LEI’s negligent errors and omissions. 

13. Consequential Damages: Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor LEI, their respective officers, directors, partners, employees, contractors, or other subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in connection with the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, cost of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of implied warranty. Both the Client and LEI shall have similar waivers of consequential damages protecting all the entities or parties involved herein. 

14. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the Client understands that LEI has no control over the cost or availability of labor, equipment, or materials, or over market conditions. Therefore, LEI cannot guarantee the accuracy of such estimates. 

15. Services Related to Permits and Approvals: The Client understands that the granting of project-related permits and approvals by regulatory agencies often involves discretionary and subjective judgments and that LEI has no control over such judgments. Consequently, LEI cannot assure the Client that regulatory agencies will approve permits applications prepared by LEI on the Client's behalf, or that any conditions of approval imposed by regulatory agencies will be acceptable to the Client. Hence, the Client agrees to waive any claim against LEI for damages resulting from the Client's failure to comply with these approvals. 

16. Suspension of Work: If the Client suspends the project or LEI's services for more than 30 calendar days, or if the Client fails to pay for services rendered in accordance with the agreement, LEI shall have the right to suspend the work, and the Client shall be liable for any costs incurred as a result of the suspension. 

17. Modification of Agreement: The Client and LEI may modify this Agreement at any time by written agreement. All such changes shall be in writing and signed by both parties. 

18. Termination of Agreement: Either party may terminate this agreement for cause upon giving the other party at least seven calendar days’ written notice. In the event of termination of this Agreement, the Client shall pay LEI for all services rendered and all reimbursable expenses incurred by LEI up to the date of termination, in accordance with the payment terms of this Agreement. The Client shall not be liable for any costs which arise after the date of termination and without cause, upon giving LEI seven (7) calendar days’ written notice. The following causes may give rise to termination: 

19. Assignment of Agreement: If required by the Agreement, LEI shall assign and agree to take any other necessary actions on the Contractor's behalf, such as the performance of design work, product drawings, and other related activities. The Contractor is required to submit, but only for the limited purpose of providing information for the construction documents. This document shall not include review of the accuracy or completeness of data. 

20. Building Permits: The Client agrees to obtain any necessary permits, licenses, or approvals required by law or by the local authorities for the construction of the Project. 

21. Dispute Resolution: Any dispute arising out of or relating to this Agreement shall be resolved by arbitration in accordance with the American Arbitration Association or any other mutually agreed upon alternative dispute resolution method. 

22. Resolution of Disputes: In the event of a dispute arising out of or relating to this Agreement, the parties agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve disputes through direct negotiations. Second, if such negotiations are not successful, the parties agree to submit the dispute to arbitration. Costs of arbitration, including reasonable attorneys' fees and expenses, shall be borne by the parties in accordance with the rules of the arbitration. 

23. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
January 24, 2020

Mr. Carl Zorn, First Selectman
Town of Bozrah
1 River Road
Bozrah, CT 06334

RE: Proposal for Professional Services, Prepare Schematic Design Plans and Cost Estimates for 10,000 gallon Underground Fuel Tank Replacement, Fields Elementary School, Bozrah, CT

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**PROPOSED FEES**

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Please contact me with any questions or comments.

Respectfully submitted,

*Lenard Engineering, Inc.*

[Signature]

James E. Ericson, PE
Vice President

ACCEPTED BY: __________________________

DATE: __________________________